

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 5, 2016
6:00 P.M.

INVOCATION: COUNCILMAN WILLIE JENNINGS
PLEDGE OF ALLEGIANCE: COUNCILMAN MARKEL WHITTINGTON

CALL TO ORDER: PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT
OF AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS
JS 4.2 RECOGNITION OF CITY EMPLOYEES
 4.3 PUBLIC RECOGNITIONS
JS 4.4 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **PUBLIC HEARINGS**

5.1.A LOT MOWING OF PROPERTIES

CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING)

6. **ACTION AGENDA**

6.0 CONSIDERATION OF ELECTION OF CITY COUNCIL
 OFFICERS
DL 6.1 REVIEW/ADOPT AMENDED DANGEROUS
 ANIMALS ORDINANCE
DL 6.2 REVIEW/APPROVE RENEWAL OF CONTRACT FOR
 TUPELO/LEE HUMANE SOCIETY

- KH 6.3 REVIEW/APPROVE RESOLUTION GRANTING
AD VALOREM TAX EXEMPTION TO HAWEYE
INDUSTRIES
- KH 6.4 REVIEW/APPROVE RESOLUTION GRANTING AD
VALOREM TAX EXEMPTION TO LEGGETT & PLATT
COMPONENTS COMPANY, INC. #0341; #0011; #4201
- KH 6.5 REVIEW/APPROVE RESOLUTION GRANTING AD
VALOREM TAX EXEMPTION TO COOPER TIRE &
RUBBER COMPANY

7. **ROUTINE AGENDA**

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL
MEETING OF TUESDAY, JUNE 21, 2016
- KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND
PROMOTION EXPENSE
- 7.3 REVIEW/PAY BILLS
- DL 7.4 REVIEW/APPROVE AGREEMENT FOR ENGINEERING
SERVICES - CHICKASAW HERITAGE CENTER
ACCESS ROAD
- SH 7.5 REVIEW/APPROVE REQUEST FOR RECOGNITION
OF COTTAGES OF AVONLEA HOMEOWNERS
ASSOCIATION AS A NEIGHBORHOOD ASSN.

(NOTE: THIS ITEM WAS TABLED AT THE LAST MEETING.)

- SH 7.6 REVIEW/APPROVE REQUEST FROM DEPARTMENT
OF DEVELOPMENT SERVICES FOR DEMOLITION
OF PROPERTIES:

1325 MARSHALL STREET; 1526 REED STREET;
#928, #930, #932 LAWNSDALE EVERGREEN APTS, LLC

(NOTE: THE ABOVE PROPERTIES WERE TABLED AT THE
LAST MEETING.) (ADDITIONAL MATERIALS,
INCLUDING PICTURES, FOR THIS ITEM ARE ON
FILE IN COUNCIL CLERK'S OFFICE FOR REVIEW.)

- SH 7.7 REVIEW/APPROVE RESOLUTIONS ADJUDICATING
COST AND ASSESSING LIENS AGAINST REAL
PROPERTY
- SH 7.8 REVIEW/APPROVE LISTING OF LOT MOWINGS
- CN 7.9 REVIEW/APPROVE AGREEMENT BETWEEN CITY OF
TUPELO, TUPELO AIRPORT AUTHORITY AND
MISSISSIPPI TRANSPORTATION COMMISSION BY
AND THROUGH MDOT FOR PROJECT:

PURCHASE ELECTRIC, TOWBARLESS TUG
- TH 7.10 REVIEW/ACCEPT MINUTES OF TUPELO COLISEUM
COMMISSION MEETING OF MAY 16, 2016
- JT 7.11 REVIEW/TRANSFER OF WATER AND LIGHT
COLLECTIONS TO BAD DEBT FILE
- JT 7.12 REVIEW/AWARD/REJECT BID FOR SRF FY 14
SEWER SYSTEM IMPROVEMENTS – AREA 5A
- CW 7.13 REVIEW/AWARD/REJECT BID FOR PUBLIC WORKS
DEPARTMENT

8. STUDY AGENDA

NO ITEMS

9. EXECUTIVE SESSION

10. ADJOURNMENT

5.1.4 + # 7.8

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
18292	113J0703700	1016 CHICKASAW TRL	MAXCY STEWART & STEPHANIE	1566 LARKSPUR CIRCLE	TUPELO, MS 38801
18293	089F3009500	760 N MADISON ST	HESTER-PORTER LLC	757 NORTH MADISON	TUPELO, MS 38804
18294	101A0201100	107 TETON CIRCLE	JOHNSON STEVEN A & ALVITA P	107 TETON CIRCLE	TUPELO, MS 38801
18295	089N3103300	STRAUSS	WILLIAMS JAMES R	708 CLIFT RD	TUPELO, MS 38804
18297	101U1103900	2612 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18298	101U1104100	2627 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18299	101U1103700	1892 COLUMBINE DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18300	102V1000145	1918 COLUMBINE DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18301	102V1000141	2034 COLUMBINE DR	LONG KENNETH A & DANA D	405 NORTH CHURCH ST	TUPELO, MS 38804
18308	101R1200304	1736-1746 CLIFF GOOKIN BLVD	GATSBY LLC	P O BOX 3171	TUPELO, MS 38803
18309	101M1217300	1321 CLIFF GOOKIN BLVD	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18310	101M1217302	MARY VANCE DR	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18311	101M1217304	MARY VANCE DR	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18312	101M1217400	1195 S GLOSTER ST	D2K LLC	1195 S GLSOTER	TUPELO, MS 38801
18314	101R1201800	S GREEN ST	BATES FRANCES	P O BOX 3743	TUPELO, MS 38803
18316	101H0110800	1010 COOLIDGE	DANNY TUCKER	1010 COOLIDGE	TUPELO, MS 38801
18317	113A0606300	549 DAYBRITE DR	JOYNER E L III ETAL	BOX 1688	TUPELO, MS 38801-1688
18318	113A0606300	551 DAYBRITE DR	JOYNER E L III ETAL	BOX 1688	TUPELO, MS 38801-1688
18328	075N2102500	4784 MEADOW CIR	MOBLEY CHARLES R & RUTH	4784 MEADOW CIRCLE	BELDEN, MS 38826
18333	078B2801135	ROWAN OAK CIR	WOLSKER JUSTIN AND SHELIA	5721 STONEY PLACE NOR	SHELBY TOWNSHIP, IL 48316
18334	078B2801110	1277 ORLEANS PL	BANNERMAN LISA ANN MCCAM	1277 ORLEANS PLACE	TUPELO, MS 38801
18335	078B2801142	ORLEANS PL	AMERICAN FAMILY ASSOCIATIO	P O DRAWER 2440	TUPELO, MS 38803
18357	101A0219701	901 STEWART DR	LITTLE MATTHEW AND LINDSAY	901 STEWART DR	TUPELO, MS 38801
18358	101B0215400	2103 BRYAN	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802
18359	101B0215000	2110 BRYAN	SEWELL DEWAYNE & LISA	2375 N VETERANS MEMO	SALTILLO, MS 38866
18360	101B0216100	2203 BRYAN	HILL DAVID & JORDAN	255 CR 2216	GUNTOWN, MS 38849
18361	101B0206400	2400 BRYAN	MATTOX GAIL Y	48 HARVESTERS SQUARE	TUPELO, MS 38801
18362	101B0219700	2613 BRYAN	ROBERSON BILLY W	2613 BRYAN	TUPELO, MS 38801
18363	101A0204700	804 MOSBY DR	HOPPER JANIS W	804 MOSBY ST	TUPELO, MS 38801
18364	101B0219500	2607 BRYAN	SHARP JULIA PRENEICE LOWER	205 CR 1350	TUPELO, MS 38801
18366	101A0210300	2601 PEMBERTON AVE	SLAUGHTER ERIC	923 FLOYD RD	BELDEN, MS 38826
18367	101A0210200	2603 PEMBERTON AVE	MARTIN DENNIS EDWARD	POST OFFICE BOX 251	ECRU, MS 38841
18375	089N3103200	241 S PARK ST	MARSHALL DURBIN CO TUPELO	% MIKE BROOKS	P O BOX 100755

18376	089N3103400	PARK ST	MARSHALL DURBIN FOOD CORP	% MIKE BROOKS	P O BOX 100755
18377	077H2521800	1149 WOODLAWN ST	WOODS BRENDA B	1105 TERRY RD	TUPELO, MS 38801
18378	075G1501700	2704 MCCULLOUGH BLVD	ROPER C J	1497 SAVANNAH LANE	TUPELO, MS 38801
18379	103C0500702	512 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18380	103C0500703	530 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18381	103C0500704	534 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18383	103C0500706	529 WOOTEN CV	BURRELL, JAMES L & SARA	529 WOOTEN	TUPELO, MS 38801
18384	103C0500712	529 STARLING CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18385	103C0500750	416 WADE CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18386	103C0500746	417 WADE CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18387	101B0203200	604 ANDERSON ST	CHISOLM PROPERTIES LLC	1204 S. GLOSTER	TUPELO, MS 38801
18388	101B0205000	603 ANDERSON ST	GUNTER HEATHER	1014 MARQUETTE ST	TUPELO, MS 38801
18389	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866
18404	083U0708609	3990 N GLOSTER ST	FIGRYANH LLC	C/O FORTRESS REALTY MC	IRVING, TX 75039
18415	112A0404801	ORCHARD ST	SPICER LOUIS	P O BOX 780	DUNNIGAN, CA 95937

6.1

**AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES
OF THE CITY OF TUPELO BY DELETING THE PROVISIONS OF THE EXISTING
ARTICLE V ENTITLED "DANGEROUS ANIMALS", AND SUBSTITUTING THE
PROVISIONS SET OUT HEREINBELOW IN PLACE OF ARTICLE V OF CHAPTER 6
OF THE CODE OF ORDINANCES OF THE CITY OF TUPELO**

WHEREAS, the City of Tupelo adopted an Ordinance on July 19, 1988, establishing regulations for owners of dangerous animals; and

WHEREAS, the original Ordinance establishing regulations for owners of dangerous animals has from time to time been amended by the City of Tupelo; and

WHEREAS, the Ordinance establishing regulations for owners of dangerous animals is presently codified in Article V of Chapter 6 of the Code of Ordinances of the City of Tupelo; and

WHEREAS, the City of Tupelo finds, determines and declares that it is necessary that this Ordinance be amended as set out herein for the immediate preservation of the public health, safety and welfare of the City of Tupelo and the inhabitants thereof; and

WHEREAS, in an effort to maintain a record and control of all dangerous animals within the city limits of the City of Tupelo and to make owners of such dangerous animals accountable for those animals within the City, the Tupelo City Council has determined that it is in the public safety and interest for the provisions of the Code of Ordinances of the City of Tupelo to be amended as set out herein below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Tupelo as follows:

CHAPTER 6

ARTICLE V. DANGEROUS ANIMALS

SECTION 1. The Code of Ordinances of the City of Tupelo, Mississippi, Chapter 6, Article V, as presently constituted is deleted and is hereby amended to read as follows:

Section 6-96. -- Definitions.

(a) "Dangerous animal" is any animal, other than domestic dogs and cats, which in their wild state are carnivorous or poisonous or which, due to their physical makeup or capabilities, are capable of inflicting serious physical harm or death to human beings. This includes, but is not limited to, animals belonging to the cat or snake family, including all constrictors, bears, wolverines, badgers, lions, tigers, and such other animals as the City Council may from time to time determine by order or resolution to be vicious animals. The Tupelo -- Lee Humane Society

is authorized to compile and maintain a list of such animals as may be determined to be regulated by this article.

(b) Any pit bull terrier, which shall be herein defined as any Staffordshire bull terrier breed of dog, American Staffordshire bull terrier breed of dog, American pit-bull terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of Staffordshire bull terrier, American Staffordshire bull terrier or American pit bull terrier so as to be identifiable as partially of the breed of Staffordshire bull terrier, American Staffordshire bull terrier or American pit bull terrier by any qualified veterinarian duly licensed as such by the State of Mississippi.

(c) Any other domestic dog or cat or any other animal that exhibits any of the following characteristics shall also be considered to be a "dangerous animal" subject to all requirements and provisions of this article:

1. Without provocation approaches in a threatening or terrorizing manner, any person in an apparent attitude of attack or exhibits any behavior that constitutes a physical threat or bodily harm to a person on the street, sidewalks, any public or common grounds or places, or any place where such person is conducted himself peaceably and lawfully;
2. Without provocation bites, inflicts injury, assaults or otherwise attacks a person, in any place where such person is conducting himself peaceably and lawfully, or animal when such animal is not on the property of the attacking animal;
3. A known propensity, tendency or disposition to attack without provocation, to cause injury, or to otherwise endanger the safety of human beings or other domestic animals;
4. Owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

(d) "Person" includes any natural person, association, partnership, organization or corporation.

(e) "Own" or "keep" means to own, keep, harbor, control, manage, possess, maintain, or to have charge or custody of or provide care for.

(f) "Owner" or "keeper" means any person who owns or keeps a "dangerous animal" or "dangerous dog".

Section 6-97. -- General Prohibition.

It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the City of Tupelo any dangerous animal, subject to those exceptions set out hereinbelow.

Section 6-98. – General Applicability.

(a) For the purposes of this article, a person shall be considered to be peaceably and lawfully upon the private property of an owner of an animal when he is on such property in the performance of any duty imposed upon him by any law or postal regulations of the United States or any political subdivision thereof or when he is on such property upon invitation, express or implied.

(b) The provision of this section notwithstanding, no animal may be determined to be dangerous due to the fact that it:

- (1) Inflicts injury or damage on a person who is committing a willful trespass or tort upon the premises occupied by the person owning or in possession of the animal or who is teasing, tormenting, abusing or assaulting the animal or who is committing or attempting to commit a crime;
- (2) Inflicts injury or damage on another domestic animal that is or was teasing, tormenting, abusing or assaulting the animal;
- (3) Takes any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Section 6-99. – Exceptions.

(a) The owner of a dangerous dog, who has applied for and received a dangerous dog permit in accordance with this article, and who maintains the dangerous dog at all times in compliance with the dangerous dog requirements of this article and all other applicable requirements of this article, may keep a dangerous dog within the City of Tupelo.

(b) The Tupelo – Lee Humane Society, the City's animal control officer(s), any police officer or other lawfully designated official or representative of the City may temporarily harbor and transport any dangerous animal for purposes of enforcing the provisions of this article.

(c) Any humane society operating an animal shelter which is registered and licensed in the City of Tupelo may temporarily hold any dangerous dog that it has received or otherwise recovered, but only for so long as it takes to contact the Tupelo – Lee Humane Society, the City's animal control officer(s), any police officer or other lawfully designated official or representative of the City and turned said dog over to such officer or receive permission to destroy or have said dog destroyed.

(d) The Tupelo – Lee Humane Society may temporarily house a dangerous dog and offer for adoption a dangerous dog subject to all of the Tupelo – Lee Humane Society special adoption rules and in compliance with all ordinances within the adopter's city or county.

(e) The keeping of a dangerous animal in a bonified, licensed veterinary hospital for treatment.

(f) Any lawfully operated circus, carnival, performing act or similar functions and events of a temporary nature as may be authorized by the City of Tupelo.

(g) Dogs assisting a law enforcement officer engaged in official duties.

(h) A person may temporarily transport into and hold in the City of Tupelo a dangerous dog only for the purposes of showing such dangerous dog in a place of public exhibition, contest or show sponsored by a dog association or similar association. However, the sponsor of the exhibition, contest or show must receive written permission from the City Council, must obtain any other permits required by City Ordinance, and must provide protective measures adequate to prevent dangerous dogs from escaping or injuring the public. The person who transports and holds a dangerous dog for showing shall, at all times when said dog is being transported within the City, to and from the place of exhibition, contest or show, keep said dog confined in a secure temporary enclosure.

(i) The owner of any dangerous dog which has been permitted pursuant to this article shall be allowed to keep such dog within the City only if the owner applies for and receives a dangerous dog permit.

Section 6-100. -- Licensing, Registration and Permits.

(a) An application for a one-time (unless transferred) dangerous dog permit pursuant to this article shall be made to the Tupelo – Lee Humane Society no later than thirty (30) days following the effective date of this article, or thereafter within ten (10) days of any person first owning or keeping a dangerous dog. Applications shall be made on a form provided by the City. See attached Exhibit "A".

(b) As a condition of issuance of a dangerous dog permit, the owner shall at the time of application comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations:

- (1) The owner of the dangerous dog shall provide proof of rabies vaccination and shall pay the annual dangerous dog permit fee of Seventy-Five Dollars (\$75.00).
- (2) The dangerous dog permit for such dog is not transferable. A microchip or proof of microchip registration is required before issuance or renewal of a permit.
- (3) The owner must be at least 21 years of age.

- (4) A dangerous dog cannot be taken onto the campus of a school.
- (5) The Tupelo – Lee Humane Society shall maintain a file containing the permit numbers and names of the dangerous dogs and names and addresses of the owners. The owner shall notify the Tupelo – Lee Humane Society of any change of address.
- (6) At all times when a dangerous dog is at the property of the owner, the owner shall keep said dog confined. At all times when a dangerous dog is away from the property of the owner, the owner shall keep the dog either leashed securely and muzzled or in a secure temporary enclosure.
- (7) The owner shall not sell or otherwise transfer the dangerous dog to any person unless to a person who will then become the owner and will be subject to all of the provisions of this Ordinance. The transferor owner shall notify the Tupelo-Lee Humane Society within five (5) days of such transfer of ownership. The transferee owner shall obtain a new permit from the Tupelo-Lee Humane Society within five (5) days of the transfer of ownership. Any owner shall notify the Tupelo – Lee Humane Society within five (5) days in the event that the dangerous dog is lost, stolen or dies.

Section 6-101. -- Posting of Premise.

(a) All premises upon which a dangerous dog is kept, possessed or harbored shall be posted with signs that are conspicuously visible to the public and legible from property, public or private, adjacent to such premises. Such signs or notices shall contain letters not less than two (2) inches in height and a message sufficient to warn the general public of the presence of the dangerous dog. Such signs shall be placed at all locations where entry to the owner's property is common and expected and upon all enclosures within which dangerous dogs are confined, including residencies and other structures.

(b) The absence of any required signs shall be considered *prima facie* evidence of a violation of this section. Signs shall be constructed and maintained in a manner to withstand the elements.

(c) Notwithstanding the exceptions granted in Section 6-99 of this article, the requirements of this section shall apply to all duly authorized and lawfully operated dealers in animals within the City and any lawfully operated circus, carnival, performing acts or similar functions and events of a temporary nature as may be authorized by the City and to any premises utilizing dangerous dogs lawfully.

Section 6-102. -- Leash and Confinement.

(a) The owning or keeping of a City registered dangerous dog is subject to the following requirements:

- (1) Leash. No person shall permit a City registered dangerous dog to go outside its kennel or pen unless such animal is securely leashed with a leash no longer than three (3) feet in length and having at a minimum tensile strength of three hundred (300) pounds. No person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless an adult person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, or buildings.
- (2) Muzzle. No person shall permit a City registered dangerous dog to go outside its kennel or pen unless such animal is securely muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.
- (3) Confinement. All City registered dangerous dogs shall be securely confined indoors or, if outdoors, in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. All structures must include a concrete floor with secure walls of either sealed and painted cinderblock or heavy gauge chain link fence. Structure size cannot be less than ten feet by ten feet in size with a wall height of at least six feet. The structure must have a heavy gauge chain link on the ceiling. All structures used to confine a City registered dangerous dog must be locked with a key lock or combination lock when such animals are within the structure. All structures erected to house dangerous dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lighted, ventilated and kept in a clean and sanitary condition.
- (4) Confinement Indoors. No dangerous dog may be kept on a porch, patio or any part of a house or structure or any manner that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
- (5) Rabies Tag. All City registered dangerous dogs shall be required to wear an up-to-date rabies vaccination tag. The tag shall be visible on the dog when it is in a kennel or pen or on a leash.
- (6) Microchip. All City registered dangerous dogs will be required to have a microchip installed and registered with the Tupelo – Lee Humane Society.
- (7) Reporting Requirements. All owners or keepers of City registered dangerous dogs must within ten (10) days of any of the following incidents report in writing to the City Council as required herein:

- a. The removal from the City or the death of a City registered dangerous dog.
- b. The move of a permit owner or keeper of a City registered dangerous dog to a new location within the City limits. In such case, the new address of the City registered dangerous dog and that of the owner or keeper shall also be reported to the Tupelo – Lee Humane Society.
- c. No dangerous dog may be walked upon school property or within five hundred (500) feet of a school.

Section 6-103. -- Determination of Status, Impoundment, Redemption or Disposition of Dangerous Dogs.

(a) Any police officer, animal control officer or other lawfully designated official or representative of the City shall have the right to enter any private property for the purpose of inspecting the property for the presence of dangerous dogs or for the performance of other duties in the enforcement of this article. Any police officer, animal control officer or other lawfully designated official or representative of the City having probable cause to believe that an animal is dangerous shall conduct or cause to be conducted an investigation into the facts of each such case. The owner of the animal shall be notified of the investigation and shall have the opportunity to present evidence as to why the animal should not be determined to be dangerous. The results of this investigation and any such determination shall be made in writing and shall constitute an administrative action of the City, appealable according to law. The results of any investigation with respect to a particular animal shall not bar the City from investigating any subsequent actions of the animal.

(b) Should any police officer, animal control officer or other designated official or representative of the City have reason to believe that an animal is vicious and may pose a threat of serious harm to persons or other domestic animals, the officer or other official may immediately seize and impound the animal, pending an investigation as described in this section.

(c) Any police officer, animal control officer or other lawfully designated official or representative of the City, upon complaint by any citizen or on his own initiative, may make inquiries to determine compliance with this article and may seize and impound any animal found in violation of any of its provisions.

(d) If any animal is caused or permitted or is found to be within the corporate limits of the City and in violation of the provisions of this article, such animal may be apprehended and impounded by any police officer, animal control officer or other designated official of the City, to be held and disposed of as provided in this section.

(e) If such animal was so impounded, the animal shall be released to the owner thereof only if payment is made within five (5) working days to the City or its designee of such sums as may be designated from time to time by the Mayor and City Council for compensation for catching or

otherwise apprehending such animal and for harboring and caring for such animal on a daily basis during the time of impoundment.

(f) In addition to or in lieu of impounding an animal found in violation of this article, any police officer, animal control officer or a designated official of the City may issue to the person known to own or be in possession or control of such animal a citation for any violations of this article. Any fines imposed, as set from time to time by the Mayor and City Council shall be paid within three (3) working days of such citation. If such fine is not paid within the time prescribed, a criminal warrant shall be issued for such person who may, upon conviction of such events before the City Court, be punished as provided in Section 1.1-8 of this Code.

(g) All fees and fines imposed pursuant to this section shall be paid by any violator, and all other requirements of this chapter with respect to a dangerous animal shall be met before an animal impounded pursuant to this article shall be released. If such fees and fines are not paid within five (5) working days, then any such animal so impounded may be destroyed or otherwise disposed of.

Section 6-104. Killing of Dangerous Animals.

When any dangerous animal, in the judgment of any police officer, animal control officer or other designated official or representative of the City poses a serious and immediate threat of serious harm or injury to human life, it shall be the lawful duty of such officer or official to kill such animal, without requiring such officer or official to catch, restrain, or impound such animal.

Section 6-105. Appeals.

(a) Any person aggrieved by any of the following decisions, rulings, actions, or findings set out herein may, within ten (10) days thereafter, file a written notice of appeal from said decision, ruling, action or finding to the Tupelo Municipal Court for an administrative hearing thereon:

- (1) The determination that a dog is a dangerous dog;
- (2) The denial of a permit; or
- (3) The revocation of a permit.

(b) An administrative fee of fifty dollars (\$50.00) shall be paid to the Municipal Court Clerk for each appeal to the Municipal Court. No appeal shall be set for hearing until such fee has been paid.

(c) The filing of an appeal under this sub-section shall not stay any action pursuant to this article.

(d) The hearing of the appeal shall be conducted by the Judge of the Tupelo Municipal Court who shall act as an administrative judge for purposes of this article. The sole issue for determination shall be whether the decisions, rulings, actions or findings of the Tupelo Lee – Humane Society and/or the City were supported by substantial evidence and not arbitrary or capricious in nature.

(e) The Tupelo Municipal Court is empowered to hold hearings, subpoena witnesses, take testimony, and require the production of any evidence relating to the matter being heard. In the case of the refusal of any person to comply with a subpoena issued hereunder or to testify in any manner regarding which he or she may be lawfully questioned, the Tupelo Municipal Court may order such person to comply with such subpoena and testify.

(f) Any aggrieved party may appeal the decision and findings of the Tupelo Municipal Court pursuant to law. However, the filing of such appeal under this sub-section shall not stay any action pursuant to this article.

Section 6-106. Violations and Penalties.

Any person violating any provision of this article shall upon conviction be subject to a fine of not less than two hundred fifty dollars (\$250.00) and not more than one thousand dollars (\$1,000.00). In addition to the fine imposed, the court shall sentence the defendant to imprisonment and jail for a period not less than seven (7) days and not more than six (6) months. In addition, the Court shall order the revocation of any permit of the subject dangerous dog and shall order the removal of the dangerous dog from the City. Should the defendant refuse to remove the dangerous dog from the City, the court may find the defendant in contempt and order the immediate impoundment of the dangerous dog or continued impoundment if said dog is already in impoundment, as well as destruction of the dangerous dog. Each day that a violation of this article continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this article shall pay all expenses, including shelter, food, handling, veterinary care, witness fees and expenses necessitated by the enforcement of this article. The minimum daily expense shall be no less than twenty-five dollars (\$25.00).

Section 6-107. Additional Remedies for Violations.

(a) Should any dangerous animal, when unprovoked, kill or wound or assist in killing or wounding any livestock, fowl or other domestic animal belonging to or in possession of any person or attack, bite or otherwise assault or injure any human being or assist in doing so, whether out of or within required enclosure of the owner or person in possession or control or whether on or off the property the owner, whether or not such animal is leashed or muzzled, and whether or not such animal escaped without the fault of the owner, the owner of the animal shall be liable to the person aggrieved for all damages sustained, to be recovered in a civil action, with costs of suit. It is rebuttally presumed as a matter of law that the owner, in keeping or harboring of a dangerous animal in violation of this article is a nuisance. It shall not be necessary, in order to sustain such action, to prove that the owner of the dangerous animal knew that the animal possessed the propensity to cause such damage or that the animal had a dangerous nature.

(b) Nothing in this chapter shall be construed so as to restrict any other remedies of law available to persons aggrieved by an attack of a vicious animal, nor so as to prohibit criminal prosecution of persons owning or in possession of such animal as may be allowed by law.

(c) Should any employee of or person carrying out contractual responsibilities before the City be attacked by a dangerous animal or other animal while such employee or person is engaged in the lawful performance of his duties, any rights, privileges or services enjoyed by the residents of property on which the attack occurs or by the owner of such animal, at the discretion of the City, may be immediately terminated without further notice. This includes, but is not limited to, termination of water, sewer and electrical service, termination of garbage pickup service, and revocation of building permits or privilege licenses.

SECTION 2. All provisions of the Ordinances of the City of Tupelo in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the Ordinances of the City of Tupelo not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be judged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This Ordinance becomes effective after passage and thirty (30) days following publication. The City Clerk shall cause the Ordinance to be published in a local newspaper with a general circulation.

The above and foregoing Ordinance having first been reduced to writing was read and considered section by section. Upon motion of Council Member _____, seconded by Council Member _____, the Council voted as follows to adopt this Ordinance.

Council Member Markel Whittington	Voted _____
Council Member Lynn Bryan	Voted _____
Council Member Travis Beard	Voted _____
Council Member Nettie Y. Davis	Voted _____
Council Member Buddy Palmer	Voted _____
Council Member Mike Bryan	Voted _____
Council Member Willie Jennings	Voted _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the ____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, President

ATTEST:

GLEND A MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

6.2

CONTRACT BETWEEN CITY OF TUPELO, MISSISSIPPI
AND TUPELO-LEE HUMANE SOCIETY

This Agreement is entered into this the ___ day of _____, 2015, between the City of Tupelo, Mississippi (hereinafter referred to as "City") and the Tupelo-Lee Humane Society (hereinafter referred to as "Humane Society") for October 1, 2015 – July 1, 2017.

The City and Humane Society enter into a mutual agreement to provide animal care services within the City of Tupelo, Mississippi. In order to provide animal care services, the City and Humane Society agree to the following terms:

1. Animal Care Services is defined to include "domesticated" animals and shall not include by definition non-domesticated, "wild" animals, including but not limited to raccoons, owls, possums, snakes, rodents, etc. said being vermin and not under the purview of the Humane Society.
2. The Humane Society will provide animal care services for animals accepted by the Humane Society from either the Tupelo Police Department or any city resident. Tupelo Police Department Animal Control Officers will have 24 hour access to the Humane Society building. City residents will be allowed to deliver animals, as defined herein, during Humane Society's regular business hours as capacity allows. Humane Society reserves the right to refuse to accept any animal brought to Humane Society by any City resident.
3. The Humane Society will administer the licensing, registration and permitting process of the "Dangerous Animals" ordinance of Article V, Chapter 6, Section 6-100, and other pertinent provisions of said ordinance, City of Tupelo Municipal Code. In order to pay for the cost of administering said process, the Humane Society will collect and retain the permitting fee as set by the Mayor and City Council and make monthly reports of any fees collected to the Chief Operations Officer of the City.
4. The City will provide facilities and real estate for the erection of animal kennels by the Humane Society. Facilities and kennels are for use to assist in Humane Society's animal care services to the City of Tupelo and its residents as outlined herein. These facilities and land are presently located at 2400 South Gloster Street, Tupelo, Mississippi. As the owner, the City agrees to provide general maintenance to the primary animal shelter structure, including maintenance/repair of HVAC, electrical, plumbing, sewage, water systems as well as any upkeep/upgrades to said systems necessary for the improvement/maintenance of said systems/facility. The City also agrees to provide hazard insurance for said structure. Humane Society agrees to maintain the kennels and provide basic cleanliness (sweep, mop, empty trash, etc.) to both facilities and kennels. Said expenses for maintenance of kennels and basic cleanliness are to be paid from the yearly budgeted amount pursuant to the conditions set forth in paragraph 6 below:

5. It is expressly agreed that Tupelo Lee Humane Society is NOT responsible for the general maintenance of the facility provided by the City of Tupelo, said being the responsibility of City of Tupelo. City of Tupelo shall be entitled to charge back Tupelo Lee Humane Society up to \$17,500.00 for maintenance of the facilities provided by City of Tupelo. (See Paragraph 6) General maintenance expenses exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

6. The Humane Society will provide suitable motor vehicles for its use in providing animal care services. As the owner of the motor vehicles, the Humane Society will provide general comprehensive liability insurance coverage of at least \$500,000.00 combined single limit coverage noting the City as an additional insured under said policy. The premium payments required for securing the referenced insurance coverage shall be paid from the yearly budgeted amount pursuant to the conditions set out in paragraph 6 below. Further, the Humane Society will be allowed to utilize the City's metro fuel services consistent with the conditions set out in paragraph 6 below.

7. The City will provide for a yearly budgeted sum of \$175,000.00 as approved in the annual budget by the Tupelo City Council to assist the Humane Society in carrying out its purpose. The budgeted amount provided for in fiscal year 2014-2015 is \$175,000.00 to allocate as follows:

(a) \$13,150.00 to be paid monthly for general operating expenses of the Humane Society; and

(b) the remaining sum of \$17,500.00 to be used as an annual credit balance ("credit pool") to which the Humane Society shall be entitled to apply necessary expenses for the maintenance of the kennels and basic cleanliness, as provided in Paragraph 3 above, and fuel used to operate the motor vehicle as set out in paragraph 5 above. City of Tupelo shall be responsible for general maintenance of the facility provided to Tupelo Lee Humane Society as provided by and consistent with Paragraph 4 herein. City of Tupelo is entitled to a charge back for general maintenance up to \$17,500.0. Any general maintenance costs exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

At the conclusion of each fiscal year, any sums remaining unused from the credit pool will be distributed to the Humane Society on a lump sum basis. In the event sums charged to the credit pool exceed the sums available in the credit pool, a debit balance will be carried over to the next fiscal year and charged against that year's credit pool.

8. The Humane Society shall not be responsible for receiving and/or responding to calls from any person, agency or governmental entity concerning possible violations of the City's Animal Control Ordinance, a copy of which is attached hereto as Exhibit "A", said functions being the sole responsibility of the City of Tupelo. In addition, the Humane Society shall not be responsible for receiving and/or responding to calls from any person,

organization or public entity concerning any type of domestic animal or not "wild animal", as defined above, located within the city limits of the City of Tupelo, that being the sole responsibility of the City of Tupelo. All calls regarding Animal Control issues will be directed to the Tupelo Police Department through the 9-1-1 system.

9. This agreement shall be for the effective term of one Twenty-One (21) months from October 1, 2015 to June 30, 2017.

10. The Humane Society agrees to indemnify and hold harmless the City from all claims involving Humane Society employees carrying out the terms of this agreement.

11. The Humane Society agrees to maintain, at the Humane Society's expense, a general comprehensive liability insurance policy written by a responsible insurance carrier licensed to do business in the State of Mississippi, which shall insure all liability, personal injuries and property damages with policy limits of not less than \$500,000.00 combined single limit for any claim arising out of any on occurrence, noting the City as an additional insured under said policy. Such insurance shall provide for blanket contractual liability coverage for the liability assumed and indemnity provided for in Paragraph 9 hereof. The Humane Society shall provide a certificate of insurance evidencing the insurance coverage required in this section, which certificate shall provide that the insurance shall not be cancelled or materially amended unless thirty (30) days written notice is given to City.

12. All notices hereunder, if given to the City, shall be given as follows:
Chief Operations Officer
Post Office Box 1485
Tupelo, MS 38802-1485

And notices given to the Humane Society shall be given as follows: Tupelo-Lee Humane Society
Post Office Box 1185
Tupelo, MS 38802-1185

13. The Humane Society shall make written monthly reports of activity to the Mayor of the City of Tupelo and the Tupelo City Council no later than the 15th day of each month.

14. This contract can be terminated, with or without cause, by either party with ninety (90) days written notice. In the event of default or failure to perform under the contract by the Humane Society, the City of Tupelo can terminate the contract with thirty (30) days' notice. During the period between notification of termination and actual termination, both parties agree to comply fully with the terms and conditions provided for in this contract.

15. This contract is a full, final and entire agreement between the parties, superseding all prior agreements, correspondence and understandings. This contract shall not be

amended except in writing, signed by both parties hereto. This contract has been executed on behalf of the parties by officers and agents duly authorized so to do and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on this the _____ day of, _____, 2016

THE CITY OF TUPELO, MISSISSIPPI

JASON SHELTON, Mayor

ATTEST:

GLENDA MUSE, City Clerk

TUPELO-LEE HUMANE SOCIETY

BY: _____

#6.3

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
HAWKEYE INDUSTRIES, INC.**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **HAWKEYE INDUSTRIES, INC.** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO HAWKEYE INDUSTRIES, INC. AS
AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hawkeye Industries, Inc., filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Hawkeye Industries, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Hawkeye Industries, Inc. is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2016, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Hawkeye Industries, Inc. for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Hawkeye Industries, Inc. is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION
As Authorized by Section 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE **Hawkeye Industries, Inc.**

PHYSICAL ADDRESS **1126 North Eason Drive, Tupelo, MS 38801**

TYPE OF INDUSTRY **Manufacturing**

PRODUCT/SERVICE **Sheet metal fabrication**

LOCATION – COUNTY **Lee** **CITY** **Tupelo**

DATE OF COMPLETION **12-31-2015** **YEARS REQUESTED** **10**

NEW (SECTION 27-31-101) **EXPANSION (SECTION 27-31-105)** **X**

NEW JOBS **N/A** **ESTIMATED PAYROLL** **N/A**

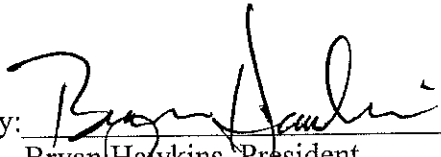
TRUE VALUE OF PROPERTY EXEMPTED **\$842,597.61**

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant requests that the Mayor and City Council of The City of Tupelo, Mississippi approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department of Revenue, the Mayor and City Council of The City of Tupelo, Mississippi enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 11th day of May, 2016.

Hawkeye Industries, Inc.

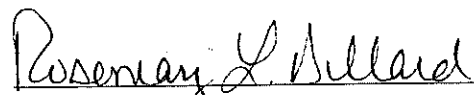
By: 
Bryan Hawkins, President

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, Bryan Hawkins known to me to be the President of Hawkeye Industries, Inc., a Mississippi corporation, who being first duly sworn upon his oath says that he is a person authorized to sign the foregoing Application for Exemption from Ad Valorem Taxes and that the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 11th day of May, 2016.


NOTARY PUBLIC

My Commission Expires:

11-15-19

(SEAL)

Document prepared by:

Gregory D. Pirkle, MS Bar No. 4269
Phelps Dunbar LLP
P.O. Box 1220
Tupelo, MS 38802-1220
(662) 842-7907



Exhibit A

General Information

Applicant Name: Hawkeye Industries, Inc.
Location: 1126 North Eason Drive, Tupelo, MS 38801
Type of Business: Sheet metal fabrication
Number of Projected
New Jobs: N/A
Estimated Annual Payroll: N/A
Owner of Land: Bryan Hawkins
Owner of Improvements: Hawkeye Industries, Inc.
Applicant Contact Person
Name: Bryan Hawkins
Mailing Address: 1126 North Eason Drive
Tupelo, MS 38801
Phone Number: 662-842-3333
Fax Number: 662-842-3664
E-mail: bryan@hawkeye.ws

Exemption Request of Real Property

Improvement Description: Building Renovations
Improvement Value as of Completion Date: \$32,019.84
Completion Date: Within the year ending 12/31/15

Exemption Request of Personal Property		
Description of Personal Property		
See Attachment A	\$810,577.77	Within the year ending 12/31/15
Total Value of Property Exempted	\$842,597.61	

Attachment A

Exemption Request of Personal Property

Description of Machinery & Equipment	Acquisition Cost	Year of Acquisition
Network Server Upgrade	12,410.40	2015
General Press Brake Tools	6,457.14	2015
GP Punch Tooling	2,360.00	2015
Thread Loop Punch Form Tool	2,734.43	2015
TruPunch 5000-1600	760,362.88	2015
Waste Baler	5,998.20	2015
Laser Slat Cleaner	6,333.84	2015
Rotary Welding Positioners (2)	3,917.50	2015
Huth Expander Cell	8,141.43	2015
Bridgeport Vertical Mill	1,861.95	2015
Subtotal Value of Machinery & Equipment	\$810,577.77	2015
Description of Raw Materials:		
Raw Materials (\$356,141.00 total raw materials in 2015, less \$47,983.49 exempt under 2013 exemption good through 2023, less 310,542.51 exempt under 2014 exemption good through 2024)	\$0.00	
Subtotal Raw Materials	\$0.00	
Description of Work in Progress:		

Work in Progress (\$56,892.00 total raw materials in 2015, less \$19,229.00 exempt under 2009 exemption good through 2019, less \$91,623.00 exempt under 2014 exemption good through 2024)	\$0.00	
Subtotal Work in Progress	\$0.00	
Total Personal Property	\$810,577.77	

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value Assessment %	15.00%					
School Tax Millage	64.10					
City Tax Millage	32.47					
Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Hawkeye Industries	6/21/2016	842,597.61	126,389.64	8,101.58	4,103.87	12/30/26
Grand Totals		842,597.61	126,389.64	8,101.58	4,103.87	

6.4

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #0341**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #0341 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #0341, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #0341 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #0341 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #0341 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.
2. That Leggett & Platt Components Company, Inc. #0341 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.
3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

MAIL

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0341

PHYSICAL ADDRESS 115 N. Industrial Road, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$518,176.27

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 18 day of May, 2016.

Leggett & Platt Components Company, Inc. #0341
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 18th day of May, 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires
8/4/16
(SEAL)

RHONDA KAY CRAIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: August 04, 2016
Commission Number: 12379298

EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341
115 N. INDUSTRIAL ROAD
TUPELO, MS 38801

MACHINERY & EQUIPMENT	366,855.41
INVENTORY	140,017.00
OFFICE EQUIPMENT	<u>11,303.86</u>
TOTAL	<u>518,176.27</u>

**NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.**

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
MACHINERY & EQUIPMENT		
317643000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.75
323030000002	BLUE SAFETY LIGHTS FOR FORKLIFT	585.75
340906000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.75
340907000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
365391000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
372335000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
365392000002	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
372519000002	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
372520000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
373319000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
384291000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
387670000001	BLUE SAFETY LIGHTS FOR FORKLIFT	585.74
414656	JUKI LU2210N7 SEWING MACHINE	5,315.72
414657	JUKI LU2210N7 SEWING MACHINE	5,315.71
414658	JUKI LU2210N7 SEWING MACHINE	5,315.71
414659	JUKI LU2210N7 SEWING MACHINE	5,315.71
415069	LAMINATOR	58,271.00
415070	RACKING SYSTEM	18,570.63
415154	TE32C FULL TAPE EDGE MACHINE	29,080.60
415582	LAMINATOR WITH SLITTER	128,097.86
415583	WAREHOUSE RACKING	9,416.75
415584	2011 TOYOTA FORKLIFT 7FBCU18 4	11,505.66
415585	2011 TOYOTA FORKLIFT 7FBCU18 4	11,505.66
415586	BT24 085 13 1 FORKLIFT BATTERY	4,645.66
CIP PIS 150484	BED LINE EXPANSION	37,271.83
CIP PIS 150996	BED LINE EXPANSION II	30,198.00
	TOTAL MACHINERY & EQUIPMENT	<u>366,855.41</u>
OFFICE EQUIPMENT		
CIP PIS 151201	DELL POWEREDGE T630	8,738.00
414642	HP LASERJET 600 PRINTER	1,282.93
414643	HP LASERJET 600 PRINTER	1,282.93
	TOTAL OFFICE EQUIPMENT	<u>11,303.86</u>
INVENTORY		
	INVENTORY - RAW MATERIALS INCREASE FROM PRIOR YEAR	<u>140,017.00</u>
	TOTAL INVENTORY-RAW MATERIALS	<u>140,017.00</u>
	TOTAL VALUE OF PROPERTY	<u><u>518,176.27</u></u>

ASSET CIP PIS 140084 CORONADO EXPANSION WAS INCLUDED IN THE 2015 EXEMPTION BUT HAS BEEN SUBSEQUENTLY DIVIDED INTO SEPARATE ASSETS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE 2015 EXEMPTION :

414725	JUKI LU2210N7 MACHINE	18,655.70
414726	50" CONVEYOR X 54"	9,622.20
414727	REBUILT JUKI LU2210N-7	2,537.50
414728	HI SPEED BORDER MACHING 35068	31,551.82
414729	TABLES	531.23
414730	ELECTRICAL WIRING	6,241.62
414731	FEEDRAIL	2,320.00
414732	EASTMAN BLUE STREAK 8	2,263.19
414733	MESH TASK CHAIRS (5)	1,047.50
		<u>74,770.76</u>

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2015 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE 2015 EXEMPTION:

414236	JUKI LU2260N-7 SC922 SEWING MACHINE WI	83.55
414730	ELECTRICAL WIRING	13.86
414731	FEEDRAIL	34.80
414732	EASTMAN BLUE STREAK 8"	33.95
586446	DELL LATITUDE E6530	36.38
		<u>202.54</u>

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value Assessment %	15.00%
School Tax Millage	64.10
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Leggett & Platt Company	6/21/2016	1,656,341.10	248,451.17	15,925.72	8,067.21	12/30/26
Leggett & Platt Company	6/21/2016	742,928.99	111,439.35	7,143.26	3,618.44	12/30/26
Leggett & Platt Company	6/21/2016	518,176.27	77,726.44	4,982.26	2,523.78	12/30/26
Grand Totals		2,917,446.36	437,616.95	28,051.25	14,209.42	

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #0011**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #0011** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #0011 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #0011, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #0011 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #0011 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #0011 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.
2. That Leggett & Platt Components Company, Inc. #0011 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.
3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
"State Tax Only" or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o'clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0011
PHYSICAL ADDRESS 1961 South Green Street, Tupelo, MS 38804
TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture Components
LOCATION - COUNTY Lee CITY Tupelo
DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10
NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X
NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$1,656,341.10
*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 19 day of May, 2016.

Leggett & Platt Components Company, Inc. #0011
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 19th day of
May, 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires
8/4/16
(SEAL)

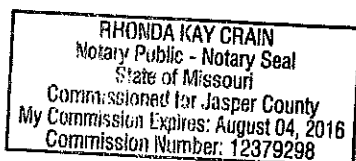


EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0011
1961 SOUTH GREEN STREET
TUPELO, MS 38804

MACHINERY & EQUIPMENT	1,630,621.96
OFFICE EQUIPMENT	6,139.14
INVENTORY	<u>19,580.00</u>
TOTAL	<u><u>1,656,341.10</u></u>

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
MACHINERY & EQUIPMENT		
317683	AUTOCLIP 100173-10-96	31,765.30
318950	CLIP TABLE, ROTATING	400.00
375672	CLIP TABLE, ADJUSTABLE	1,101.33
390489	L&P AUTO CLIP #2 BONN UPGRADE	28,777.88
372057	SPUHL MACHINE - CS 420Z #180	340,903.30
373426	SPUHL CS420Z BONNELL MACHINE	220,654.45
386229	SPUHL BONNELL CS420Z	335,255.08
387969	SPUHL CS420Z MACHINE, #273	362,593.28
388674	FLIP TABLE	2,791.90
390834	SPUHL MACHINE #305 CS-420ZV	290,878.77
372057000002	SURGE SUPPRESSOR FOR SPUHL #18	1,606.74
387969000002	SURGE SUPPRESSOR FOR SPUHL #27	1,606.74
390834000002	SURGE SUPPRESSOR FOR SPUHL #30	1,606.75
372057000003	CONVERSION TO AC COILS	10,680.44
TOTAL MACHINERY & EQUIPMENT		<u>1,630,621.96</u>
OFFICE EQUIPMENT		
415339	RF GUN SN S1516300502813	2,783.95
415340	RF GUN SN S1516300502838	2,783.94
578852	OPTIPLEX 580 JC23RL1-CBW00242	571.25
TOTAL OFFICE EQUIPMENT		<u>6,139.14</u>
INVENTORY		
	INVENTORY - RAW MATERIALS INCREASE FROM PRIOR YEAR	<u>19,580.00</u>
TOTAL INVENTORY-RAW MATERIALS		<u>19,580.00</u>
TOTAL VALUE OF PROPERTY		<u><u>1,656,341.10</u></u>

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value	15.00%
Assessment %	
School Tax Millage	64.10
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Leggett & Platt Company	6/21/2016	1,656,341.10	248,451.17	15,925.72	8,067.21	12/30/26
Leggett & Platt Company	6/21/2016	742,928.99	111,439.35	7,143.26	3,618.44	12/30/26
Leggett & Platt Company	6/21/2016	518,176.27	77,726.44	4,982.26	2,523.78	12/30/26
Grand Totals		2,917,446.36	437,616.95	28,051.25	14,209.42	

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #4201**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #4201** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #4201 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #4201, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #4201 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #4201 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #4201 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Leggett & Platt Components Company, Inc. #4201 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

ATTEST:

BUDDY PALMER, City Council President

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #4201

PHYSICAL ADDRESS 2071 S. Green Street, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$742,928.99

*Attach an itemized list of property to be exempted as Exhibit "A".
The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 19 day of May, 2016.

Leggett & Platt Components Co., Inc. #4201
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 19th day of May 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires 8/4/16

[SEAL]

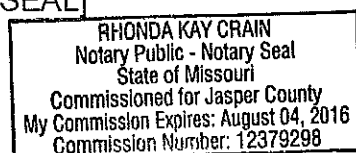


EXHIBIT A

L&P MISSISSIPPI MANUFACTURING, INC. #4201
2071 S. GREEN ST.
SALTILLO, MS 38801

MACHINERY & EQUIPMENT	584,707.89
TOOLS & DIES	147,627.71
OFFICE EQUIPMENT	10,593.39
	<hr/>
TOTAL	<u><u>742,928.99</u></u>

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
MACHINERY & EQUIPMENT		
034957	PRESS #74 FLYWHEEL GUARD	1,150.34
306424000002	CLUTCH ASSMBLY 200 TON VERNON	5,486.54
337063000001	AXIS CONTROL BOARD	2,678.48
394448000002	HYDRAULIC PUMP ASSEMBLY	2,104.26
413874000001	VERNON GAP FRAME PRESS 150T	1,526.70
414619	SEAM ORIENTATION STAND 280/6	32,417.48
414667	USED & RECONDITIONED EPU/WELD	28,631.33
414668	EPU ROLLS FOR RMTS EPU	13,499.50
414690	IND POWERED VEHICLE SAFETY LIG	2,199.53
414691	IND POWERED VEHICLE SAFETY LIG	2,264.70
414692	LED SAFETY LIGHT BLUE 11	1,344.15
414723	WELDER FOR ROBOT 10 803.884945	11,215.75
414724	CONTROLS ANALOG TO ARCLINK	4,516.75
414734	STRETCH WRAP MACHINE ORION LOW	2,791.25
414735	STRETCH WRAP MACHINE ARPAC ROT	2,791.25
414736	FLEX-5P TOOL E1165	1,674.75
414737	FLEX- 5P TOOL E1166	1,674.75
414738	DOUBLE UNCOILER SN 3465-66	4,922.58
414739	SPINDLE AXIS EGC-120-2500	5,580.15
414747	1000 PCA 0M01 9071 CARTER THER	88,917.00
414748	1250 SLE SSA1 14447 SLEEVES	115,693.75
414749	1050 EX3 18DP HOBART CHARGER	3,296.72
414750	680EC3-24P/S HOBART CHARGER	2,733.40
414753	18 CELL LP KIT	190.82
414754	18 CELL LP KIT	190.82
414755	36 VOLT BID MODULE	253.75
414756	36 VOLT BID MODULE	253.75
414760	1300 VACUUM PUMP CM500 750	3,277.54
414761	1050EC3 HOBART CHARGER 214CS21	3,150.55
414762	1050EC3 HOBART CHARGER 214CS21	3,150.55
414763	TUP 1934304-00 36 VBIID MODULE	208.08
414764	TUP 1934304-00 36 VBIID MODULE	208.08
414766	TUP K1800TB4B 18 CELL LP KIT	403.95
414767	422497 PNSC 2 34 COMBINATION T	3,045.00
414824	3 RANUC RV REDUCER	16,412.55
414825	ROBOT TEACH PENDANT	1,464.33
415001	TOYOTA LIFT TRUCK MODEL #7FBCU	14,920.50
415002	ABBEY ETNA TUBE MILL SN 329	76,125.00
415165	TN13772 LIFT LOCK	18,002.32
415166	1300 VACUUM PUMP	3,074.57
415335	SMARTPAC 2 W/O RESOLVER 967900	5,388.60
415336	#1 AUTO WELDER	9,220.13
415502	INTELLIFLOW VALVE IR BP BV 4.0	6,252.40
307068000009	REPAIR 10 TON SOUTH CRANE	15,143.80
307068000008	REPAIR CRANE-OSHA MANDATED	3,457.97
399334000004	CT36192TLH TUMBLER TUB REPAIR	34,354.40
414751	DEKA BATTERY 18D85 25	5,850.46
414752	DEKA BATTERY 18D85 25	5,850.46
414759	BATTERY AND CHARGER 18D8523	5,417.06
414765	BATTERY AND CHARGER 18D8523	5,417.06
414825000001	REPAIR TO TEACH PENDANT	1,765.78
415000	BXT2-16 BATTERY POWERED COMBO	3,146.50
	TOTAL MACHINERY & EQUIPMENT	584,707.89
TOOLS & DIES		
375385	PRESS #74 DIE PROTECTION UNIT	4,318.82
413875000001	BEST CRAFT RAIL DIE 13762	4,558.94

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
414669	TN 13725 FOOT REST PAN	44,761.50
414670	TN 13726 FOOT REST PAN LOVE SE	5,919.86
414671	TN 13764 PAN END ANGLE	14,235.41
414672	TN 13763 CYLINDER MOUNT BRACKE	16,476.87
414673	TEE-2980 #1 FOOT REST PAN ASSY	3,298.75
414674	TEE-2980 #2 FOOT REST PAN ASSY	3,298.75
414907	TN 13767 DIE	37,716.06
415600	1 IN SQUARE TOOLING-COMplete S	13,042.75
TOTAL TOOLS & DIES		147,627.71
OFFICE EQUIPMENT		
576880	DELL OPTIPLEX 740	1,043.65
414908	CUBE PRO 3D PRINTER	3,739.65
587893	DELL PRECISION TOWER 7910	5,810.09
TOTAL OFFICE EQUIPMENT		10,593.39
TOTAL VALUE OF PROPERTY		742,928.99

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2015 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE PPIN 012866:

MACHINERY & EQUIPMENT		
413874	VERSON GAP FRAME PRESS 150T	(229.56)
413842	MODEL 500 NIBBLER	(0.01)
413839	POWER WAVE 450 WELDING POWER SUPPL	5.90
401693000003	REPAIR CHAIN AND TROLLEY CONVEYOR	11.70
413837	ROBOTIC WELD HEAD ABB	13.71
413838	LEMS STORM ALERT SYSTEM	228.99
413831	FIRE DETECTION	266.62
413830	BOOTH CANOPY	703.90
TOTAL MACHINERY & EQUIPMENT		1,001.25
TOOLS & DIES		
413824	MOTOR MOUNTING BRACKET	2.90
413823	G30 POWER CHASSIS TOOLING	4.50
TOTAL TOOLS & DIES		7.40
PPIN 012866 GRAND TOTAL		1,008.65

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2014 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE PPIN 012460:

MACHINERY & EQUIPMENT		
411665	TUBE MILL	(735.39)
411667	TUBE MILL ACCELERATOR	(766.25)
TOTAL MACHINERY & EQUIPMENT		(1,501.64)
PPIN 012460 GRAND TOTAL		(1,501.64)

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value	
Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.10</u>
City Tax Millage	<u>32.47</u>

<u>Company</u>	<u>Council Meeting Date</u>	<u>True Value of Property to Be Exempted</u>	<u>Assessed Value of Exemption</u>	<u>Annual School Tax Generated</u>	<u>Annual City Taxes Exempted</u>	<u>Expiration Date</u>
Leggett & Platt Company	6/21/2016	1,656,341.10	248,451.17	15,925.72	8,067.21	12/30/26
Leggett & Platt Company	6/21/2016	742,928.99	111,439.35	7,143.26	3,618.44	12/30/26
Leggett & Platt Company	6/21/2016	518,176.27	77,726.44	4,982.26	2,523.78	12/30/26
Grand Totals		<u><u>2,917,446.36</u></u>	<u><u>437,616.95</u></u>	<u><u>28,051.25</u></u>	<u><u>14,209.42</u></u>	

#16.5

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
COOPER TIRE & RUBBER COMPANY**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **COOPER TIRE & RUBBER COMPANY** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO COOPER TIRE & RUBBER
COMPANY, AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-
105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Cooper Tire and Rubber Company, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Cooper Tire & Rubber Company has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Cooper Tire & Rubber Company is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2016, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Cooper Tire & Rubber Company. for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Cooper Tire & Rubber Company is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember L. Bryan voted _____

Councilmember M. Bryan voted _____

Councilmember Davis voted _____

Councilmember Jennings voted _____

Councilmember Beard voted _____

Councilmember Palmer voted _____

Councilmember Whittington voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2015.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2015 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)



COOPER TIRE & RUBBER COMPANY
701 Lima Avenue • Findlay, OH, 45840 • 419.423.1321

May 31, 2016

City Council, City of Tupelo
City Clerk
117 North Broadway Street
Tupelo, MS 38802

Re: 2015 Applications for Exemption from Ad Valorem Taxes

Dear Sir/Madam:

Please find the enclosed four sets of the applications for exemption from Ad Valorem taxes for Cooper Tire & Rubber Company covering our operations in Tupelo. In addition, we are enclosing the appropriate resolutions granting such exemptions.

The Application for Exemption from Ad Valorem for a period of ten years as authorized by Section 27-31-101 lists under Exhibit "A" the 2015 equipment additions and the real property improvements.

We have also enclosed a self-addressed, stamped envelope for you to return a copy of the final order granting exemption from Ad Valorem taxes as approved by the Mississippi State Tax Commission.

If you have any questions or need additional information, please do not hesitate to contact me at (419) 420-6257.

Sincerely,

Amy Harshman
Tax Analyst

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Cooper Tire + Rubber Company

PHYSICAL ADDRESS 1689 S. Green St. Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Tires

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION 12/31/2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) ☒ EXPANSION (SECTION 27-31-105) ☒

NEW JOBS 0 ESTIMATED PAYROLL 91,501,564.00

TRUE VALUE OF PROPERTY EXEMPTED 44,322,634.37

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 31st day of May, 2016

Cooper Tire + Rubber Company
Applicant (Name of Taxpayer)

By: [Signature]

Title: Manager, State + Local Taxes

ATTEST: Amy Hashman

POSITION STATEMENT OF TAX ASSESSOR

TRADE NAME OF APPLICANT: _____

LOCATION: _____ PARCEL # _____

EXEMPTION RELATES TO MISS. CODE OF 1972, SECTION: _____

TYPE OF BUSINESS: _____

FINISHED PRODUCTS ARE: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) _____

UNDER ANY OTHER TRADE NAME? (YES-NO) _____

ANY OTHER LOCATION? (YES-NO) _____

UNDER ANY OTHER OWNERSHIP? _____

NUMBER OF NEW JOBS? _____ ESTIMATED ANNUAL PAYROLL _____

EXEMPTION TO BE ON:

LAND VALUE AS OF COMPLETION DATE: \$ _____

IMPROVEMENT VALUE AS OF COMPLETION DATE: \$ _____

PERSONAL PROPERTY:

FURN. & FIX. VALUE \$ _____

MACH. & EQUIP. VALUE \$ _____

RAW MATERIALS VALUE \$ _____

WORK IN PROCESS VALUE \$ _____

PERSONAL PROPERTY TOTAL AS OF COMPLETION DATE: \$ _____

EXEMPTION TOTAL VALUE AS OF COMPLETION DATE: \$ _____

LAND AND IMPROVEMENTS:

OWNER OF LAND: _____

OWNER OF IMPROVEMENTS: _____

DATE OF IMPROVEMENTS: COMPLETED _____ EXPANDED _____

ANY PRIOR EXEMPTION: _____

YEARS OF EXEMPTION APPLIED FOR: _____ THRU _____

APPLICANT'S REPRESENTATIVE: _____

ADDRESS: _____ PHONE: _____

INVESTIGATED BY: _____

COMMENTS: _____

DATE: _____ TAX ASSESSOR: _____

EXHIBIT "A"
COOPER TIRE & RUBBER COMPANY
TUPELO PLANT AND WAREHOUSE
PROPERTY ACQUIRED IN 2015

PROPERTY ADDITIONS - ACCOUNT DESCRIPTION		TRUE VALUE COST 2014
Asset Classification		
3000	Machinery & Equipment 5 year - NEW	230,024.59
	Machinery & Equipment 5 year - REPLACEMENT	685,063.30
3010	Machinery & Equipment 7 year - NEW	618,998.49
	Machinery & Equipment 7 year - REPLACEMENT	2,489,132.52
3020	Machinery & Equipment 14 year - NEW	25,153,146.69
	Machinery & Equipment 14 year - REPLACEMENT	1,324,472.42
TOTAL MACHINERY AND EQUIPMENT		30,500,838.01
3300	Inside Factory Trucks 3 yrs - NEW	-
	Inside Factory Trucks 3 yrs - REPLACEMENTS	-
3310	Inside Factory Trucks 5 yrs - NEW	-
	Inside Factory Trucks 5 yrs - REPLACEMENTS	-
TOTAL INSIDE FACTORY TRUCKS		-
3400	Storage Equipment (Racks & Skids) - NEW	-
	Storage Equipment (Racks & Skids) - REPLACEMENT	-
TOTAL STORAGE EQUIPMENT (RACKS AND SKIDS)		-
4000	Molds - Tires - NEW	6,753,514.77
	Molds - Tires - REPLACEMENT	-
4100	Molds - Tire segments containers - NEW	780,147.53
	Molds - Tire segments containers - REPLACEMENT	-
4200	Molds - Tubes - NEW	-
	Molds - Tubes - REPLACEMENT	-
4300	Molds - Bladder - NEW	-
	Molds - Bladder - REPLACEMENT	-
TOTAL MOLDS		7,533,662.30
5000	Furniture & Fixtures - NEW	-
	Furniture & Fixtures - REPLACEMENT	-
TOTAL FURNITURE & FIXTURES		-
6000	Office Equipment - NEW	-
	Office Equipment - REPLACEMENT	176,378.24
6100	Computer Hardware - NEW	63,463.71
	Computer Hardware - REPLACEMENT	-
6200	Computer Software - NEW	662,878.41
	Computer Software - REPLACEMENT	-
TOTAL OFFICE EQUIPMENT		902,720.36
7000	Outside Factory Trucks 4 yrs - NEW	-
	Outside Factory Trucks 4 yrs - REPLACEMENTS	23,947.72
TOTAL OTHER		23,947.72
7300	Air Conditioner Equipment 5 yrs - NEW	-
	Air Conditioner Equipment 5 yrs - REPLACEMENT	152,496.02
7310	Air Conditioner Equipment 10 yrs - NEW	1,616,023.16
	Air Conditioner Equipment 10 yrs - REPLACEMENT	1,380,262.92
TOTAL AIR CONDITIONERS		3,148,782.10
TOTAL EQUIPMENT AND OFFICE FURNITURE		42,109,950.49
LESS TOTAL EQUIPMENT AND OFFICE FURNITURE - REPLACEMENTS		4,883,333.00
GRAND TOTAL EQUIPMENT AND OFFICE FURNITURE - NEW		37,226,617.49
1100	Land Improvements 10 yrs	-
1110	Land Improvements 20 yrs	-
2000	Buildings	75,134.02
2100	Building Improvements	2,137,549.86
TOTAL LAND, BUILDINGS, AND BUILDING IMPROVEMENTS		2,212,683.88
TOTAL 2015 ADDITIONS		44,322,634.37

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value Assessment %	15.00%					
School Tax Millage	64.10					
City Tax Millage	32.47					
Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Cooper Tire & Rubber Co.	6/21/2016	44,322,634.37	6,648,395.16	426,162.13	215,873.39	12/30/26
Grand Totals		44,322,634.37	6,648,395.16	426,162.13	215,873.39	

7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 21, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, June 21, 2016, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Buddy Palmer, Mike Bryan and Willie Jennings; Ben Logan, City Attorney; and Glenda Muse, Clerk of the Council. Councilwoman Nettie Y. Davis was absent.

The invocation was led by Councilman Lynn Bryan, followed by the Pledge of Allegiance led by Tupelo Fire Chief Thomas Walker.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Palmer called the regular meeting to order at 6:00 p.m.

**IN THE MATTER OF CONFIRMATION OR
AMENDMENT TO AGENDA AND AGENDA ORDER**

Upon a motion by Councilman Lynn Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to confirm the agenda and agenda order, as amended:

DELETE: #6.3 Action Agenda Item

4. **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented Certificates of Appreciation to the following city employees for their dedicated service to the citizens of Tupelo:

Matthew Armstrong	Tupelo Fire Department	10 years
Clay Hassell	Tupelo Police Department	20 years.

IN THE MATTER OF PUBLIC RECOGNITIONS

No public recognitions were made by Council Members.

MUNICIPAL MINUTES, CITY OF TUPELO
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IN THE MATTER OF RESOLUTION OF SUPPORT FOR THE NATIONAL PARK SERVICE

Mayor Shelton presented a “Resolution of Support for the National Park System” for the City Council’s attention. The resolution states that in 2015 the National Park System had more than 305 million visits and in 2014, park visitors spent more than \$15 billion at the sites and in the states and local communities adjacent to the parks. The National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations. In 2016, the National Park Service estimated a deferred maintenance backlog of nearly \$12 billion which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels and other vital infrastructure. The City of Tupelo, Mississippi, strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America’s National Park System.

IN THE MATTER OF MAYOR’S REPORT

Following are excerpts of Mayor Shelton’s report for this meeting:

... Over 1,000 people came out to celebrate the “Juneteenth Celebration” at Ballard Park last Saturday, June 18, 2016.

... The Mississippi Municipal League Conference is scheduled for June 26 – 30, 2016, at Biloxi, Mississippi, and several administrative officials and City Council members are making plans to attend this annual event.

... The annual July 4th Celebration is scheduled at Ballard Park and will include the “All-America Rib Cook Off” as well as other activities including a fireworks celebration to end the festivities. Everyone is invited to come out and enjoy this popular event held each year. The Tupelo Symphony Chorus will return this year to present a concert in the afternoon.

... Mayor Shelton asked everyone to keep the family of Coach Fred Davis in their prayers and thoughts. Mr. Davis is the husband of Councilwoman Nettie Y. Davis and is very ill in the local medical center.

(President Palmer then closed the regular meeting and opened the Public Agenda.)

MUNICIPAL MINUTES, CITY OF TUPELO
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5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A LOT MOWING OF PROPERTIES

No one appeared to address this matter.

5.2.B DEMOLITION OF PROPERTIES

Persons addressing the City Council regarding listing of properties proposed to be demolished included:

- ... Current occupant of property located at 1325 Marshall St.
- ... Owner of property located at 1526 Reed St.
- ... Attorney for owners of property located at
928, 930, 932 Lawndale Evergreen Apts., LLC

(President Palmer then closed the Public Agenda and the Council returned to regular session.)

6. ACTION AGENDA

IN THE MATTER OF REVIEW/APPROVE FRANCHISE AGREEMENT WITH COMCAST OF TUPELO, INC.

This matter had been tabled on April 5, 2016; April 19, 2016; May 3, 2016; May 17, 2016; and June 7, 2016. Upon a motion by Councilman Whittington and a second by Councilman M. Bryan, the council voted unanimously of those present to bring the issue off the table for action at this time.

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously of those present to delete this item from the agenda.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION AND AMENDMENT TO CAPITAL PLAN COMMITTING \$500,000 IN FUNDING FOR CONSTRUCTION OF NEW ANIMAL SHELTER

Upon a motion by Councilman Whittington and a second by Councilman Beard, the council voted unanimously of those present to approve a resolution and amendment to the Capital Plan committing \$500,000 in funding for construction of a new animal shelter. The Tupelo-Lee Humane Society has undertaken a fund-raising campaign to

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 21, 2016

erect a modern facility within the municipal limits of the City of Tupelo, and the City desires to provide funding through contractual agreement for the erection of this building project as may be allowed by law. Miss. Code Annotated Sec. 21-19-9, as amended, authorizes municipalities to contract with local humane shelters to provide services that would be provided by a city pound. Therefore, under said code section, the City of Tupelo commits to contract with the Tupelo-Lee County Humane Society and provide the sum of Five Hundred Thousand Dollars (\$500,000) payable in One Hundred Thousand Dollars (\$100,000.00) increments each year for five (5) years beginning FY 2015-2016 for the Tupelo-Lee County Humane Society's erection of needful pens, pounds and buildings for the use of the municipality. An executed copy of this Resolution covering other details of this matter is attached hereto and made a part of these minutes as **APPENDIX A.**

IN THE MATTER OF REVIEW/AMEND ORDINANCE ESTABLISHING
CHAPTER 24, ARTICLE VII OF THE CODE OF ORDINANCES REGULATING
THE MANAGEMENT OF STREETS, TRENCHING, AND RIGHTS-OF-WAY OF
THE CITY OF TUPELO

This item had been deleted from the agenda.

IN THE MATTER OF REVIEW/APPROVE ACCEPTANCE OF
TRANSPORTATION ASSISTANCE PROGRAM GRANT IN AMOUNT OF
\$850,000 (80/20) MATCH AND AUTHORIZE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING

Councilman L. Bryan moved to accept an award of \$850,000 in Federal highway funds with an 80/20 match requirement for sidewalk projects to connect the sidewalks across the railroad tracks in the downtown area, specifically, Burlington Northern, Santa Fe railroad at Spring Street, Burlington Northern, Santa Fe railroad at Park Street, Kansas City Southern at Clark Street and Kansas City Southern at Jefferson Street and to give the Mayor the authority to execute a Memorandum of Agreement (MOU) and any and all documents pertaining to the project subject to ratification of the final form of the MOU. The motion was seconded by Councilman M. Bryan and unanimously approved by a vote of council members present. An executed copy of the Memorandum of Understanding between the City of Tupelo, Mississippi, and the Mississippi Transportation Commission by and through the Mississippi Department of Transportation is attached to these minutes and incorporated herein as **APPENDIX B.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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7. ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF CITY COUNCIL MEETING

Upon a motion by Councilman Beard, seconded by Councilman Jennings, the council voted unanimously of those present to approve the minutes of the regular City Council meeting of Tuesday, June 7, 2016.

IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND PROMOTION EXPENSE

Kim Hanna, Chief Financial Officer, had submitted a request to the City Council to approve a listing of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to approve the following expenditures:

Outreach Ministries, Bishop Parks, \$100.00 (Full-page ad in the Outreach Ministries Guide)

Tupelo High School Cheer Booster, \$300.00 (Tupelo Football Program Ad)

IN THE MATTER OF REVIEW/PAY BILLS

Upon a motion by Councilman Jennings and a second by Councilman Whittington, the council voted unanimously of those present to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Councilmen Palmer, Beard and L. Bryan:

Check Nos. 326215 through 326704 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One
Plan as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE FY2016 BUDGET REVISION #6

Upon a motion by Councilman Whittington, seconded by Councilman Beard, the council voted unanimously of those present to approve FY2016 Budget Revision #6, a copy being attached to these minutes as **APPENDIX C.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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IN THE MATTER OF REVIEW/APPROVE PROPOSED BUDGET CALENDAR FOR FY 2017

Upon a motion by Councilman Beard and a second by Councilman Jennings, the council voted unanimously of those present to approve FY2017 Budget Calendar, a copy being attached to these minutes as **APPENDIX D.**

IN THE MATTER OF REVIEW/APPROVE REQUEST FOR RECOGNITION OF COTTAGES OF AVONLEA HOMEOWNERS ASSOCIATION AS A NEIGHBORHOOD ASSOCIATION

Councilman Beard moved to approve a request for recognition of cottages of Avonlea Homeowners Association as a neighborhood association, and the motion was seconded by Councilman L. Bryan. However, after a discussion of the matter by the council, Councilman L. Bryan offered an amendment to the original motion that the matter be tabled to allow for further investigation. The motion to table was seconded by Councilman M. Bryan with vote as follows:

VOTING AYE:	L. Bryan, Beard, Palmer, M. Bryan, Jennings
VOTING NAY:	Whittington
ABSENT:	Davis

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to approve the minutes of the Planning Committee meeting of June 6, 2016, a copy being attached to these minutes as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE REQUEST FROM DEPARTMENT OF DEVELOPMENT SERVICES FOR DEMOLITION OF PROPERTIES

Councilman L. Bryan moved to approve the following properties listed for demolition as submitted by the Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety and welfare of the community. By this action the Tupelo Public Works Department is authorized to demolish the structures and invoice the owners and place liens on the properties if the owners do not pay for the demolition. Under the same motion Councilman L. Bryan moved to table certain other properties listed. The motion was seconded by Councilman Jennings and after a discussion, the motion was unanimously approved by a vote of council members present.

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Debra Byrd, Code Enforcement Manager, stated by memorandum that due diligence has been done for these cases, and a Public Hearing had been held earlier in this council meeting for all property owners who wished to appear before the City Council:

Properties approved for demolition include:

824 Chester
1108 Joyner
1007 Cleveland (pool only)
2290 McCullough
414 Lakeview
106 Clark Place
1815 Martin Hill

Properties tabled include:

1325 Marshall
1526 Reed St.
928, 930, 932 Lawndale Evergreen Apartments, LLC

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES

Councilman L. Bryan moved to approve a listing of lot mowings submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Whittington and unanimously passed by a vote of those present and voting. A public hearing had been held earlier in this council meeting with no one appearing to address any of the listed properties. A copy of this listing is attached to these minutes as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS PROPERTY BY TUPELO FIRE DEPARTMENT

Tupelo Fire Chief Thomas Walker had submitted a request to the Mayor and City Council for permission to declare the following item as surplus due to the fact it had been stolen:

Property Tag #16358 SN 034232754253 Microsoft Surface

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously of those present to grant this request to surplus this item.

MUNICIPAL MINUTES, CITY OF TUPELO
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IN THE MATTER OF REVIEW/APPROVE CHANGE ORDER NO. 1 (FINAL SUMMARY) FOR HWY. 45 SEWER IMPROVEMENTS – PHASE 2-PROJECT

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously of those present to approve the following change order (final summary) for the Hwy. 45 Sewer Improvements – Phase 2 – Project:

Hwy. 45 Sewer Improvements – Phase 2 – Change Order No. 1 (Final Summary)
This change order results in a net deduction of \$8,910.75 due to a change in the final construction quantities. This change order brings the final construction amount to \$294,698.75.

Johnny Timmons, Manager, Tupelo Water and Light Department, advises that he has reviewed the change order and finds it to be correct. A copy of same is attached to these minutes as **APPENDIX G.**

8. STUDY AGENDA

REVIEW/DISCUSS AMENDED DANGEROUS ANIMALS ORDINANCE

At the request of the council, this item will be moved to the next agenda

REVIEW/DISCUSS RENEWAL OF CONTRACT FOR TUPELO/LEE HUMANE SOCIETY

At the request of the council, this item will be moved to the next agenda.

REVIEW/DISCUSS RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO HAWKEYE INDUSTRIES

At the request of the council, this item will be moved to the next agenda.

REVIEW/DISCUSS RESOLUTIONS GRANTING AD VALOREM TAX EXEMPTION TO LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341; #0011; AND #4201

At the request of the council, this item will be moved to the next agenda.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO COOPER TIRE & RUBBER COMPANY

At the request of the council, this item will be moved to the next agenda.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 21, 2016

9. EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilman Jennings, seconded by Councilman M. Bryan, the council voted unanimously of those present to close the regular meeting to determine the need for an executive session.

Upon a motion duly made and seconded, the council voted unanimously of those present to go into executive session to discuss the following issues upon advice from City Attorney Ben Logan:

- (1) Pending litigation relating to #928, #930 and #932 Lawndale Evergreen Apts., LLC
- (2) Personnel matter that involves issues that if discussed publicly would compromise the City's legal position

Upon a motion by Councilman Jennings, seconded by Councilman M. Bryan, the council voted unanimously of those present to come out of executive session and return to regular session with no action to be taken as a result of executive session.

10. IN THE MATTER OF ADJOURNMENT

There being no further action to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously of those present to adjourn the regular meeting at 7:30 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

#1.4

AGREEMENT FOR ENGINEERING SERVICES
CHICKASAW HERITAGE CENTER ACCESS ROAD

This agreement, made by and between the City of Tupelo, Mississippi, hereinafter referred to as the "OWNER," and Engineering Solutions, Inc., hereinafter referred to as the "ENGINEERS."

The OWNER intends to employ the ENGINEERS in connection with the proposed Chickasaw Heritage Center Access Infrastructure to perform the various professional engineering services associated with the design and construction of said project;

WITNESSETH:

For and in consideration of the mutual covenants and promises contained herein, the parties hereto agree that the Scope of Work for this Agreement shall be to provide design engineering and construction administration for the proposed access road connecting from the Natchez Trace Parkway to the proposed Chickasaw Heritage Center site. The scope may also include improvements to and the extension of Gun Club Road including support infrastructure to access the Heritage Center. The two different access sections could be combined or let as separate contracts. To accomplish this Scope the work shall be completed as follows:

SECTION A – PLANNING AND DESIGN ENGINEERING SERVICES

That the ENGINEERS shall furnish Planning and Design Engineering Services as follows:

1. The ENGINEERS will perform design investigations to accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The ENGINEERS will prepare an opinion of probable cost based on the construction plans and specifications. However, since the ENGINEERS have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the ENGINEERS' professional experience and judgment; but the ENGINEERS cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the ENGINEERS will provide the necessary copies of plans, specifications, and contract documents for the OWNER and the appropriate Federal, State and local agencies from whom approval of the project must be obtained.
4. The ENGINEERS will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copiers. After award of each contract, the ENGINEERS will furnish the OWNER the necessary contract documents for execution.

5. The ENGINEERS will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the OWNER's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the ENGINEERS for execution by the OWNER.

SECTION B – CONSTRUCTION ENGINEERING SERVICES

That the ENGINEERS shall furnish Construction Engineering Services as follows:

1. The ENGINEERS will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the ENGINEERS deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.

Based on ENGINEERS' visits and observations, the ENGINEERS shall keep the OWNER informed about the progress of the work and shall endeavor to guard against deficiencies and unnecessary delays in the work.

2. The ENGINEERS will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The ENGINEERS will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The ENGINEERS will promptly verify and recommend payment of the Contractor's progress estimates; shall check the quantities of all materials incorporated in the project; and will make prompt submission of the Contractor's final estimate and supporting documents to the OWNER for approval.
5. The ENGINEERS will make final review of the completed construction and provide a written record of such to the OWNER.
6. The ENGINEER will prepare change orders as and when necessary and required, and submit to the Owner for approval by the Tupelo City Council at a regular meeting.
7. The ENGINEERS will provide the OWNER with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided by the Contractor. Because these drawings are based on unverified information provided

by other parties which will be assumed to be reliable, the ENGINEERS cannot and do not warrant their accuracy.

SECTION C – OWNER OBLIGATIONS

That OWNER agrees to perform certain duties as follows:

1. The OWNER shall provide access to and make all provisions for the ENGINEERS to enter upon public and private lands as required for the ENGINEERS to perform such work as surveys and inspections in the development of the Project(s); and the OWNER will indemnify the ENGINEERS from any claims of trespass with respect thereto to the fullest extent permitted by law.
2. The OWNER will provide the legal counsel and records research necessary for the completion of any needed surveys including, but not limited to title searches and exceptions to titles.
3. The OWNER will negotiate for land rights and easements as necessary.

SECTION D – COMPENSATION FOR PLANNING, DESIGN, AND CONSTRUCTION ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for Planning and Design Services at a rate of 8.5% of the total actual construction contract for each individual project.

The compensation for Planning and Design services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for Planning and Design Services based on the approved Engineer's Construction Cost Estimate after completion and submission of the construction plans, specifications, cost estimates, and contract documents.
2. A sum equal to five percent (5%) of the total compensation for Planning and Design Services based on the Construction Contract Amount (Bid) after the ENGINEER makes recommendations for awarding the contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the ENGINEER under this section shall equal 100% of the compensation determined as based on the actual construction contract amount.

If the work is not let for public contract, compensation will be based on the Engineers Construction Cost Estimate.

The OWNER shall compensate the ENGINEER for Construction Engineering Services at a rate of 4.5% based on a percentage of the total actual construction cost for each individual project.

The compensation for Construction Engineering services shall be payable in the following manner:

1. A sum equal to a percentage of the total compensation for Construction Engineering Services based on the Construction Contract Amount will be billed based on the amount of construction completed.

If the work is accomplished in separate parts, each phase shall be considered a separate project for the purpose of determining compensation for all types of engineering services.

SECTION E – SPECIAL SERVICES

That the ENGINEERS shall furnish or obtain from others Special Services of the following type which will be paid for by the OWNER as indicated below.

1. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.
2. Preparation or review of environmental assessments and impact statements and wetland or floodplain studies; and assistance in obtaining approvals of authorities having the respected jurisdictions.
3. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, the Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.
4. Preparing to serve or serving as a consultant or witness for the Client in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
5. Additional services in connection with the Project, including services normally provided by the Client and services not provided for in this Agreement.
6. Property surveys, plats, descriptions of necessary land and easement rights with maps, plans or estimates related thereto; assistance in negotiating for land and easement rights.
7. Geotechnical Engineering services.
8. Environmental Services.

Payment for the special services specified in this section shall be based on the Special Services Fee Schedule as set forth in Attachment A which is attached hereto and made a part hereof by reference. The ENGINEERS will render to the OWNER an itemized bill for such services.

SECTION F – GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the ENGINEERS under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEERS make no warranties, express or implied, under this Agreement, or otherwise, in connection with the ENGINEERS' services. The ENGINEERS may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The ENGINEERS shall not at any time supervise, direct or have control over any contractor's work, nor shall the ENGINEERS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.
3. The ENGINEERS neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the OWNER and such contractor.
4. The ENGINEERS have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The ENGINEERS' construction engineering services do not include any administration of job site safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of job site safety administration or oversight by the ENGINEERS. Neither the professional activities of the ENGINEERS, nor the presence of the ENGINEERS at a job site shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.
5. In the event that it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce either's respective rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

SECTION G – TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The OWNER and the ENGINEERS further agree to the following conditions:

1. Either the OWNER or the ENGINEERS may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar days prior written notice. The OWNER shall within 30 calendar days of termination pay the ENGINEERS for services

rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.

2. The OWNER acknowledges the ENGINEERS' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEERS. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEERS. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEERS, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEERS.
3. The ENGINEERS have not offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEERS or any of the ENGINEERS' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEERS respectively and its partners, successors, assigns, and legal representatives. Neither the OWNER nor the ENGINEERS shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.
5. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

SECTION H – MANDATORY PROVISIONS FOR ALL CITY OF TUPELO CONTRACTS

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

In witness whereof, the parties hereto have made and executed this Agreement the _____ day of _____, 2016.

OWNER: CITY OF TUPELO

ENGINEERS: ENGINEERING SOLUTIONS, INC.

By: _____
Jason L. Shelton, Mayor

BY: _____
John White, Principal

Date: _____

Date: June 17, 2016

ATTEST:

Kim Hanna, City Clerk

Date: _____

ATTACHMENT A
STANDARD RATES AND CHARGES FOR
ENGINEERING SERVICES

<u>Classification</u>	<u>Charge</u>
Principal/Project Manager	\$150
Professional Engineer	\$110
Engineer Intern	\$ 70
Sr. Engineering Designer	\$ 75
Drafting Technician	\$ 60
Senior Construction Inspector	\$ 70
Construction Inspector	\$ 60
Clerical	\$ 40
Survey Crew:	\$120
Testing Technician	\$ 60
Field Density Test	\$38/ea
Soil Classification	\$275/ea
Standard Proctor Test	\$350/ea
Concrete Cylinder Breaks	\$25/ea
Concrete Mix Design	\$325/ea
Elevated Tank Climb	\$225/ea

REIMBURSABLE EXPENSES

1. Travel from office at \$0.51 per mile, plus actual out-of-pocket cost, plus time at above rates for both ways, for time spent on Additional Services. *Note: this does not apply to normal project activities.*
2. Actual cost of mileage (at \$0.51/mile), subsistence and lodging if required by travel outside a 50-mile radius of Project location.
3. Actual costs of special tests and services of special consultants.

7.5

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine agenda: Request for recognition as neighborhood association
Date: June 9, 2016

Attached is a request from the Cottages of Avonlea Homeowners Association for recognition as a neighborhood association.

Jahled 6/21/16

Attn: Buddy Palmer

Tupelo City Council

Please recognize the Cottages of Avonlea HOA as a subdivision in

Tupelo. We are single family owned and lived in homes. This is an over 55 subdivision.

Thank You

Morgan Ballard Shelton

President of Cottages of Avonlea HOA

850-572-0322

#7.6



May 31, 2016

CITY OF TUPELO, MISSISSIPPI

COMPLAINT

Vs.

No. 17635

KEVIN BOUTIN
P O BOX 3592
TUPELO MS 38803

FEDERAL NATIONAL MORTGAGE ASSOC.
14221 DALLAS PARKWAY, STE. 100
DALLAS TX 75254

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

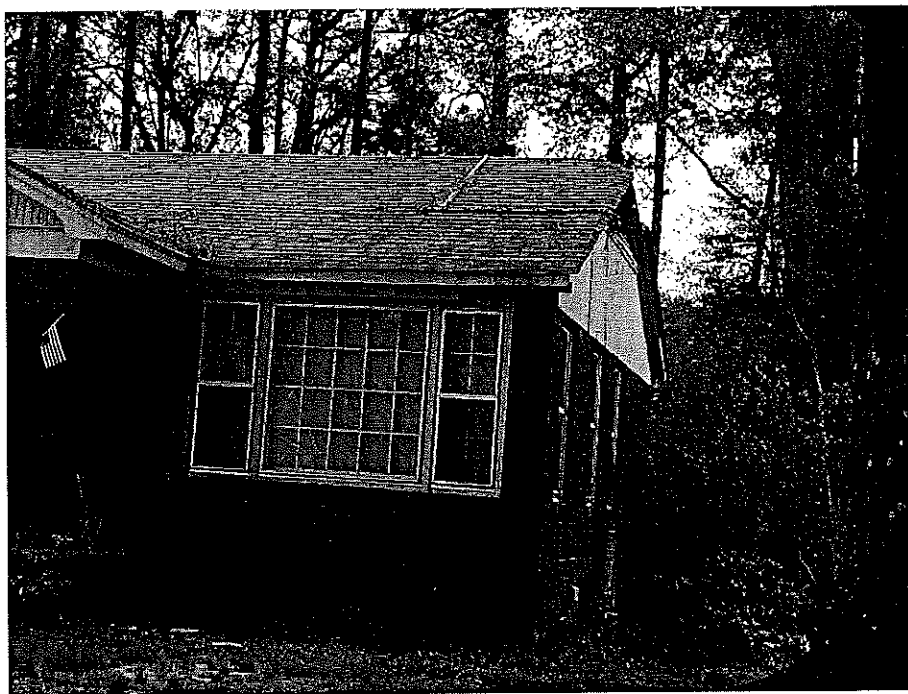
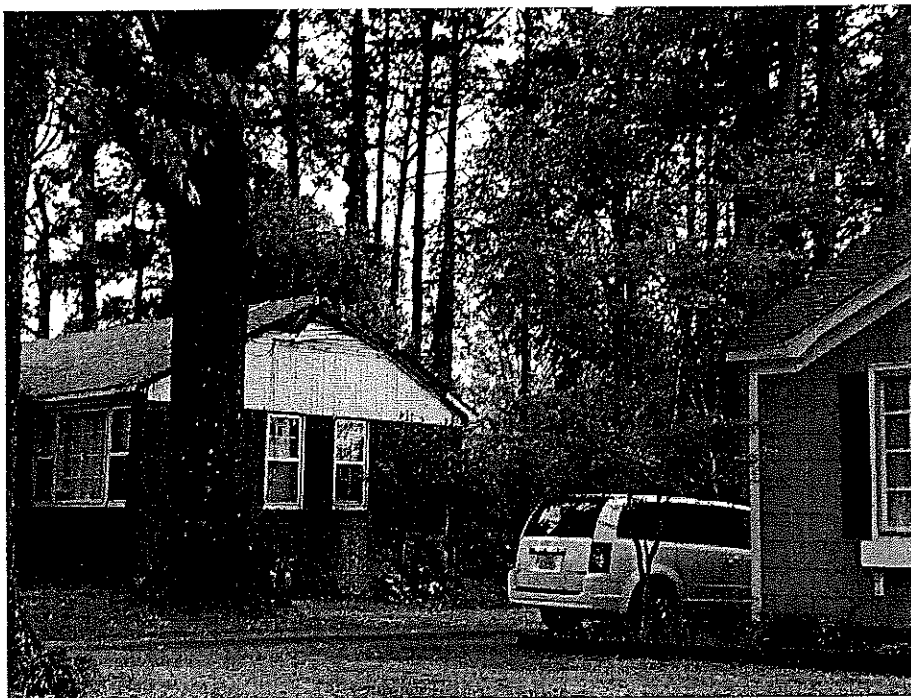
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1325 Marshall Street., PARCEL No. 077H-25-065-00**, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **June 21, 2016, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, demolishing dilapidated buildings, personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 31st day of May, 2016.

**Shane Hooper, Director
Department of Development Services
City Of Tupelo, Mississippi**

EXHIBIT A 1325 MARSHALL STREET, TUPELO, MS





May 31, 2016

CITY OF TUPELO, MISSISSIPPI

COMPLAINT

Vs.

No. 17467

BONNIE DILL
185 BOLTON STREET
PONTOTOC MS 38862

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1526 REED ST., PARCEL No. 077Q-36-118-00**, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **June 21, 2016, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
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4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

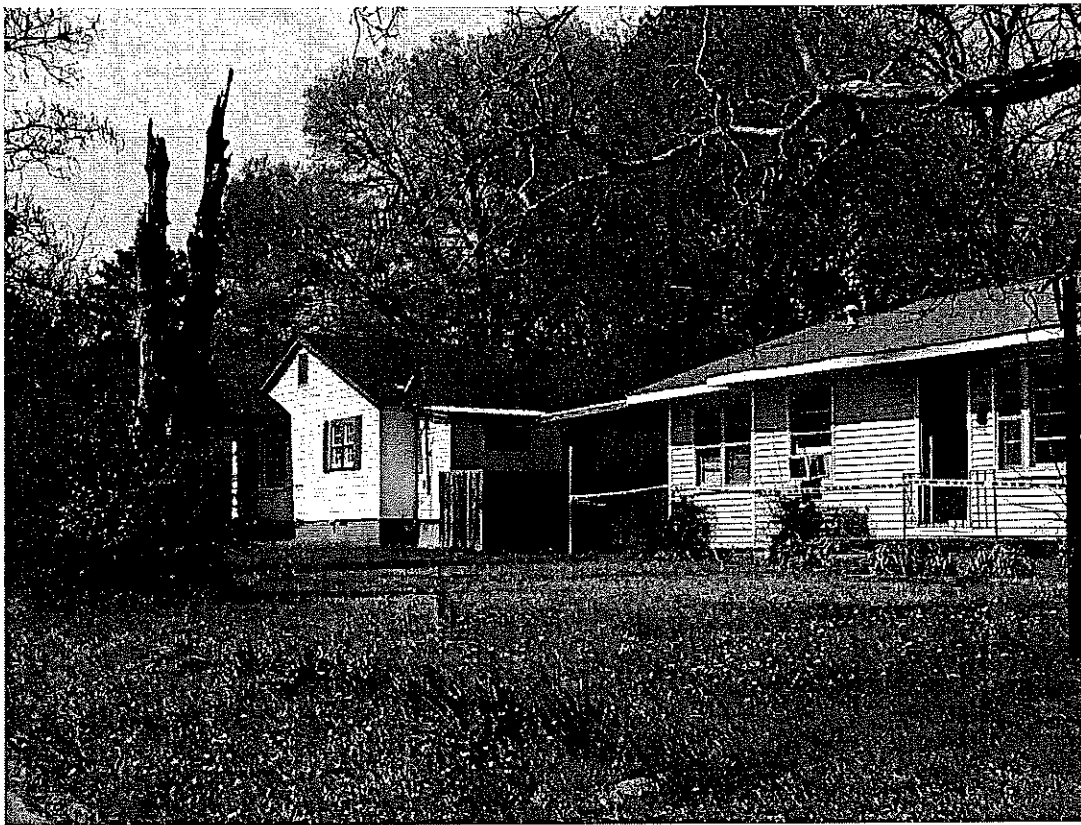
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 31st day of May, 2016.

**Shane Hooper, Director
Department of Development Services
City Of Tupelo, Mississippi**

EXHIBIT A 1526 REED STREET, TUPELO, MS







JUNE 7, 2016

AMENDED COMPLAINT

CITY OF TUPELO, MISSISSIPPI

COMPLAINT

Vs.

No. 16756

**EVERGREEN APARTMENTS, LLC
312 W. RANDOLPH ST., STE. 200
CHICAGO IL 60606**

**MICHAEL D. AUGRECHT, AGENT
6612 NORTH LEMAI
LINCOLNWOOD IL 60712**

**FOUNTAINBLEAU MANAGEMENT SERVICES, LLC
4040 TULANE AVE., STE 8000
NEW ORLEANS LA 70119**

**ROLAND T. A. VON KURNATOWSKI, JR., AGENT
4040 TULANE AVE.
NEW ORLEANS LA 70119**

**OAKBROOK BANK
1400 SIXTEENTH STREET
OAK BROOK IL 60523**

**FIRST AMERICAN TITLE INSURANCE CO.
TRUSTEE FOR OAKBROOK BANK
1080 RIVER OAKS DR., STE. D202
FLOWOOD MS 39232**

**MELTZER, PURTILL & STELLE, LLC
ATTORNEYS FOR 1ST AMERICAN TITLE & OAKBROOK BANK
1515 EAST WOODFIELD RD., 2ND FLOOR
SCHAUMBURG IL 60173**

**MB FINANCIAL BANK
6111 N. RIVER RD.
ROSEMONT IL 60018**

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

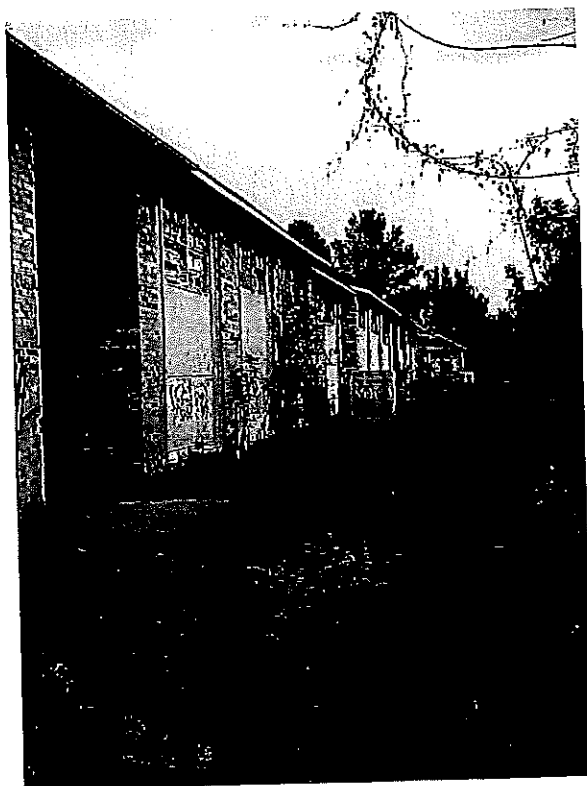
1. Charges. The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at 928, 930 & 932 LAWNDALE DRIVE, PARCEL No. 101C-01-005-00, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. Notice. A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on JUNE 21, 2016, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m. You have the right to attend and respond to the charges.
3. Finding. If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. Failure to Comply. If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 7TH day of JUNE, 2016.

Shane Hooper, Director
Department of Development Services
City Of Tupelo, Mississippi

EXHIBIT A 928, 930 & 932 LAWNDALE DRIVE, TUPELO, MS





#4.7

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17539

GIDDENS, DIARRA

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to GIDDENS, DIARRA (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: GIDDENS, DIARRA
Address of Owner: 309 ENOCH AVENUE, TUPELO, MS 38801
Parcel Number: 077Q-36-239-00
Address of Violation: 309 ENOCH AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17557

RICHARDSON, MEGAN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to RICHARDSON, MEGAN (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: RICHARDSON, MEGAN
Address of Owner: PO BOX 87, RED BANKS, MS 38826
Parcel Number: 105D-15-035-00
Address of Violation: VACANT LOT MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17563

HALFACRE, ALMA LATHRIDGE

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HALFACRE, ALMA LATHRIDGE (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: HALFACRE, ALMA LATHRIDGE

Address of Owner: 420 TOLBERT STREET, TUPELO, MS 38804

Parcel Number: 089F-30-089-00

Address of Violation: 420 TOLBERT STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17591

WEA INVESTMENTS LLC

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to **WEA INVESTMENTS LLC** (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WEA INVESTMENTS LLC
Address of Owner: PO BOX 87, RED BANKS, MS 38861
Parcel Number: 077Q-36-153-00
Address of Violation: 1527 CENTRAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17578

MOORE, ROBERTA & BENNIE

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MOORE, ROBERTA & BENNIE (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MOORE, ROBERTA & BENNIE
Address of Owner: 15 SOUTH CANAL, TUPELO, MS 38804
Parcel Number: 088N-33-083-00
Address of Violation: 123 WAYSIDE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17613

COUNTRYWIDE HOME LOANS INC

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to COUNTRYWIDE HOME LOANS INC (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: COUNTRYWIDE HOME LOANS INC
Address of Owner: 7105 CORPORATE DR, PLANO, TX 75024-3632
Parcel Number: 089P-31-196-00
Address of Violation: 440 SOUTH GREEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17620

PAYNE, THOMAS, JR.

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PAYNE, THOMAS, JR. (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PAYNE, THOMAS, JR.
Address of Owner: 113 WAYSIDE DRIVE, TUPELO, MS 38804
Parcel Number: 077F-61-790-00
Address of Violation: 709 LAR-ELI-DO

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #17585

CHOU CHENG FEN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CHOU CHENG FEN (Owner on June 24, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CHOU CHENG FEN
Address of Owner: 891 FAWN WAY, MARIETTA, GA 30068
Parcel Number: 089F-30-217-00
Address of Violation: 596 NORTH SPRING

2. The hearing was held before the Mayor and City Council of the City of Tupelo on May 3, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on July 5, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
18292	113J0703700	1016 CHICKASAW TRL	MAXCY STEWART & STEPHANIE	1566 LARKSPUR CIRCLE	TUPELO, MS 38801
18293	089F3009500	760 N MADISON ST	HESTER-PORTER LLC	757 NORTH MADISON	TUPELO, MS 38804
18294	101A0201100	107 TETON CIRCLE	JOHNSON STEVEN A & ALVITA P	107 TETON CIRCLE	TUPELO, MS 38801
18295	089N3103300	STRAUSS	WILLIAMS JAMES R	708 CLIFT RD	TUPELO, MS 38804
18297	101U1103900	2612 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18298	101U1104100	2627 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18299	101U1103700	1892 COLUMBINE DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18300	102V1000145	1918 COLUMBINE DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
18301	102V1000141	2034 COLUMBINE DR	LONG KENNETH A & DANA D	405 NORTH CHURCH ST	TUPELO, MS 38804
18308	101R1200304	1736-1746 CLIFF GOOKIN BLVD	GATSBY LLC	P O BOX 3171	TUPELO, MS 38803
18309	101M1217300	1321 CLIFF GOOKIN BLVD	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18310	101M1217302	MARY VANCE DR	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18311	101M1217304	MARY VANCE DR	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38804
18312	101M1217400	1195 S GLOSTER ST	D2K LLC	1195 S GLSOTER	TUPELO, MS 38801
18314	101R1201800	S GREEN ST	BATES FRANCES	P O BOX 3743	TUPELO, MS 38803
18316	101H0110800	1010 COOLIDGE	DANNY TUCKER	1010 COOLIDGE	TUPELO, MS 38801
18317	113A0606300	549 DAYBRITE DR	JOYNER E L III ETAL	BOX 1688	TUPELO, MS 38801-1688
18318	113A0606300	551 DAYBRITE DR	JOYNER E L III ETAL	BOX 1688	TUPELO, MS 38801-1688
18328	075N2102500	4784 MEADOW CIR	MOBLEY CHARLES R & RUTH	4784 MEADOW CIRCLE	BELDEN, MS 38826
18333	078B2801135	ROWAN OAK CIR	WOLSKER JUSTIN AND SHELIA	5721 STONEY PLACE NOR	SHELBY TOWNSHIP, IL 48316
18334	078B2801110	1277 ORLEANS PL	BANNERMAN LISA ANN MCCAM	1277 ORLEANS PLACE	TUPELO, MS 38801
18335	078B2801142	ORLEANS PL	AMERICAN FAMILY ASSOCIATIO	P O DRAWER 2440	TUPELO, MS 38803
18357	101A0219701	901 STEWART DR	LITTLE MATTHEW AND LINDSAY	901 STEWART DR	TUPELO, MS 38801
18358	101B0215400	2103 BRYAN	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802
18359	101B0215000	2110 BRYAN	SEWELL DEWAYNE & LISA	2375 N VETERANS MEMO	SALTILLO, MS 38866
18360	101B0216100	2203 BRYAN	HILL DAVID & JORDAN	255 CR 2216	GUNTOWN, MS 38849
18361	101B0206400	2400 BRYAN	MATTOX GAIL Y	48 HARVESTERS SQUARE	TUPELO, MS 38801
18362	101B0219700	2613 BRYAN	ROBERSON BILLY W	2613 BRYAN	TUPELO, MS 38801
18363	101A0204700	804 MOSBY DR	HOPPER JANIS W	804 MOSBY ST	TUPELO, MS 38801
18364	101B0219500	2607 BRYAN	SHARP JULIA PRENEICE LOWER	205 CR 1350	TUPELO, MS 38801
18366	101A0210300	2601 PEMBERTON AVE	SLAUGHTER ERIC	923 FLOYD RD	BELDEN, MS 38826
18367	101A0210200	2603 PEMBERTON AVE	MARTIN DENNIS EDWARD	POST OFFICE BOX 251	ECRU, MS 38841
18375	089N3103200	241 S PARK ST	MARSHALL DURBIN CO TUPELO	% MIKE BROOKS	P O BOX 100755

18376	089N3103400	PARK ST	MARSHALL DURBIN FOOD CORP	% MIKE BROOKS	P O BOX 100755
18377	077H2521800	1149 WOODLAWN ST	WOODS BRENDA B	1105 TERRY RD	TUPELO, MS 38801
18378	075G1501700	2704 MCCULLOUGH BLVD	ROPER C J	1497 SAVANNAH LANE	TUPELO, MS 38801
18379	103C0500702	512 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18380	103C0500703	530 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18381	103C0500704	534 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801
18383	103C0500706	529 WOOTEN CV	BURRELL, JAMES L & SARA	529 WOOTEN	TUPELO, MS 38801
18384	103C0500712	529 STARLING CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18385	103C0500750	416 WADE CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18386	103C0500746	417 WADE CV	WESTSIDE PROPERTIES INC	2477 AMELIA DR	TUPELO, MS 38801
18387	101B0203200	604 ANDERSON ST	CHISOLM PROPERTIES LLC	1204 S. GLOSTER	TUPELO, MS 38801
18388	101B0205000	603 ANDERSON ST	GUNTER HEATHER	1014 MARQUETTE ST	TUPELO, MS 38801
18389	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866
18404	083U0708609	3990 N GLOSTER ST	FIGRYANH LLC	C/O FORTRESS REALTY MC	IRVING, TX 75039
18415	112A0404801	ORCHARD ST	SPICER LOUIS	P O BOX 780	DUNNIGAN, CA 95937

11.9

**MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. MM-0070-1117
Tupelo Regional Airport**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Tupelo and Tupelo Airport Authority** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Purchase Electric, Towbarless Tug

Amount: **\$34,670.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Airport MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.
- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts

for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

- C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.
- E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.
- G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real and/or personal property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROPERTY") that is purchased in whole or in part with funds provided by this AGREEMENT.
- H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said PROPERTY.
- I. The RECIPIENT will dispose of all PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.
- J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

- A. Title to PROJECT PROPERTY shall be in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such PROPERTY shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.
- B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable

to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

- E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT, any PROPERTY is not used in this manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.
- B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said PROPERTY to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such PROPERTY, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION;

nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROPERTY.

SECTION VI Records and Maintenance of Project Property

For the duration of the PROJECT, the RECIPIENT shall maintain the PROJECT PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT property shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

- A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.
 - (1) If PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations.
 - (2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars (\$5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on

the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION.

- (3) If the PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support the transportation PROJECT approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.
- B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.
- C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the

PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

The RECIPIENT shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

The RECIPIENT's obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify RECIPIENT in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the COMMISSION or such person as the Executive Director may designate on behalf of the COMMISSION. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported

by any substantial evidence, was fraudulent, or was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate the AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of the AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination by the Commission for Convenience

The COMMISSION shall have the absolute right to terminate the PROJECT AGREEMENT at any time, for any reason, and in such event the COMMISSION's obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Aeronautics
Mississippi Department of Transportation
401 North West Street, Suite 1500
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:

Mr. Cliff Nash, CM
Tupelo Airport Authority
2704 West Jackson St.
Tupelo, MS 38801
Telephone: (662) 841-6570, ext. 0
Facsimile: (662) 841-6571

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

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For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

City of Tupelo

Recipient

By: _____

Signature

Attest: _____

Signature

Title

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

Tupelo Airport Authority

Recipient

By: _____

Signature

Attest: _____

Signature

Title

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

**MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH ITS DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Melinda L. McGrath, P.E.

Airport Attachment "A"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0070-1117**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Tupelo and Tupelo Airport Authority** for the purpose of setting forth the project description, projected completion date, project milestones, and applicable special provisions.

PROJECT DESCRIPTION: The Airport is in need of a new aircraft tug to support both current operations and the start up of new commercial air service.

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this PROJECT, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail:

- A. The RECIPIENT shall be responsible for following all applicable regulations of the Federal and State regulations in the administration of the PROJECT.
- B. The RECIPIENT shall carry out and complete the PROJECT by the date set forth above in accordance with the approved plans and specifications and/or contracts for the PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.
- C. The RECIPIENT will provide the Commission with a schedule of actions for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner will be the basis for the COMMISSION withdrawing the funds.
- D. The RECIPIENT will accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.
- E. The RECIPIENT will insure that all development accomplished in the PROJECT will meet Federal Aviation Administration or other Federal, State, or local standards and requirements, as applicable.
- F. The RECIPIENT agrees to expend an amount equal to or greater than one percent (1%) of the final eligible PROJECT costs.
- G. If the RECIPIENT alters the PROJECT in any manner so as to make it ineligible for Federal matching funds, then said RECIPIENT shall bear all such ineligible costs.
- H. Reimbursements for PROJECT payments made pursuant to this AGREEMENT shall be made for eligible costs documented by invoices in accordance with Section IX of the AGREEMENT of which this is a part. Final payment will be

made after review and acceptance of the completed PROJECT by the Commission.

- I. The RECIPIENT hereby agrees to operate and maintain in a safe and serviceable condition the Airport and all facilities thereon, or connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity which would interfere with its use for airport purposes.

Airport Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0070-1117**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Tupelo and Tupelo Airport Authority** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT's property and equipment, as well as public liability insurance. The COMMISSION shall be named as loss payee for property and equipment purchased with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement.

All insurance herein specified shall be carried until the work performed under the AGREEMENT is satisfactorily completed.

Airport Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent of Recipient Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

#1.10



BancorpSouth Arena

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, May 16, 2016.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Sherry Davis, Jason Hayden, Al Wallace, Moe Livingston, Yvette Crump and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick

City of Tupelo:

Tupelo City Council:

Daily Journal: Derek Russell

Call to Order – Chairman Scott Reed called the Monthly Meeting of the Tupelo Coliseum Commission to order on Monday, May 16, 2016 at 3:00 P.M. He thanked everyone for their service to this building and this town.

Approval of Minutes – Chairman Reed asked for the approval of the previous minutes. Neal McCoy motioned to approve the minutes. Al Wallace seconded that motion. Chairman Reed asked for any questions on the minutes. The motion was carried and the minutes were unanimously approved.

Financial Report – Director Hunt reported that we are financially sound but our revenues over expenses are not as high as this time last year. Last month we had three payrolls in one month; that increased our personnel cost. Last year we had Eric Church and Jason Aldean, both are high revenue events that were not equaled by this year's Brantley Gilbert show. The Florida Georgia Line show held last week will help bring us closer to last year's figures. The bottom line is our current year revenues are over our expenses, which is always positive. Our Total Fund Balance is \$910,371.14.

The Commission asked if we have any long range plans in the works. Director Hunt said yes, from a capital point of view. Last month we expensed the concessions point of sale System and the marquee, which was around \$368,000.00. This summer we will resurface the east parking lot. The fire alarm system that was approved last month will be completed in this fiscal year. Next year's plan is to resurface the west parking lot. We

are also looking at replacing the fixed seats in the arena. The upper bowl seat replacement will only be the seat bottoms, as the seat backs are still in good shape. For the lower bowl we will replace the entire structure of the riser seats. We have a four year plan to replace all of our metal folding chairs. Sherry Davis added that she would like to see sidewalks from the Conference Center to Commerce Street. Director Hunt added that our backstage fence will come down tomorrow to allow for the completion of the northeast sidewalk, which will give us a continuous sidewalk around the perimeter of our property.

Director's Report

Travel Report – Director Hunt reported no travel since the last meeting. He will be attending a graduation at the Mississippi Coliseum on May 17th followed by a visit to Nashville May 22-25.

Attendance – Director Hunt reported looking at the attendance report you can see the attendance of the past events.

Past Events

- The Mississippi National Guard Conference was here on April 30th and May 1st. This was our first time to host their meeting, and we are now in the rotation to host again in 2020. This was a high economic impact event for the local community.
- CDF Annual Meeting was here May 5th. Everything went well, and they are slated to return in 2017.
- The Blue Suede Cruise was here May 5th – May 8th. They had their largest attendance ever, with almost 1,000 cars registered. They will return in 2017.
- Florida Georgia Line rehearsed here for five days before their tour launched on May 12th. The crew enjoyed their stay and spent quite a bit of money locally. Agents, managers, and record label personnel were all here for the show. This could lead to more business in the future.

Upcoming Events -

- Tupelo High graduation will be Friday, May 20th.
- Lee County Schools graduations will be Saturday, May 21st.
- Nettleton High School graduation will be Saturday, May 21st. This will be our second year to host Nettleton's graduation.
- We will host the Elvis Tribute Artist competition the first weekend in June. This will be our third year to host this event.
- Zeta Phi Beta conference will be here in June. Our staff and CVB have been chasing this event for quite awhile. This is our first time to host this event and

we are looking forward to bringing it to town. They are using all of our space including the arena floor. This event will be Thursday, June 17th - Saturday, June 19th.

Old Business

There was no old business on the agenda.

New Business

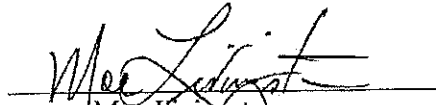
Pollstar ad - Director Hunt told the Commission that the city is changing their policies as far as advertising goes. All non-show related advertising expenses must be approved in advance by the Commission. In years past we have placed ads in Pollstar (a concert industry trade magazine) touting our sold out shows as a way to keep our brand visible throughout the industry. We would request approval to place an ad in Pollstar not to exceed \$3,000.00. This ad will thank Florida Georgia Line for rehearsing with us and for a sold out show.


Sherry Davis motioned to approve a Pollstar ad not to exceed \$3,000.00. Al Wallace seconded that motion. After no other discussion, Chairman Reed carried the motion and the Pollstar ad was unanimously approved.

Beverage Approval – Chairman Reed asked for the approval of beverages for Elvis Tribute Artist competition and Zeta Phi Beta conference. Moe Livingston motioned to approve the sales of beverages for Elvis Tribute Artist competition and the Zeta Phi Beta conference. Al Wallace seconded that motion. The motion was carried and the sale of beverages for Elvis Tribute Artist competition and the Zeta Phi Beta conference were unanimously approved.

Approve Checks – Chairman Reed asked for the approval of checks. Jason Hayden motioned to approve the checks. Al Wallace seconded that motion. Chairman Reed asked for discussion. After no discussion, the motion was carried and the checks were unanimously approved.

After no other business the meeting was adjourned.


Moe Livingston
Secretary


Scott Reed
Chairman

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**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – January 2015 through June 2015

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANTITATION</u>	<u>TOTAL REVENUE</u>
\$26,735,649	\$ 5,077,345	\$ 1,640,354	\$ 33,453,348

TOTAL UNPAID ACCOUNTS FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$ 24,882.45	\$ 5,232.31	\$ 11,418.70	\$ 41,533.46

PERCENTAGE OF LOSS = .00124 %

TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION								
JANUARY 2015								PAGE 1
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
066-0790-5	DOBBS,ANDRA	996-0905-1	93.17		20.40	20.40	47.91	181.88
069-1461-2	BROWN,TAMIKA T	996-0906-1	326.11				48.25	374.36
072-7430-8	CLAY,JEFFREY	996-0907-1	408.77		40.58	40.58	45.78	535.71
701-1598-2	RAINES,JONATHAN	996-0908-1					240.61	240.61
079-1252-6	HALL,MARIAM C	996-0909-1				36.00	51.64	87.64
080-4897-9	SHUMPERT,WHITNEY L	996-0912-1	78.65		71.25	71.25	43.86	265.01
081-0950-2	NEELY,JOSEPH T	996-0914-1	57.68				47.91	105.59
085-0290-2	KENNEDY,MELISSA R	996-0915-1	176.37				43.86	220.23
085-0550-3	INMAN,PAULA M	996-0916-1	116.40				47.27	163.67
085-2858-6	FULLILOVE,TROY LEE	996-0917-1	42.64					42.64
086-1358-3	BOGAN,PAMELA	996-0918-1	140.41		33.63	33.63	38.86	246.53
013-2230-4	AMERICA'S HOME PLACE/KEITH BROWN	996-0919-1	23.97					23.97
094-1406-5	WALKER,TYBERIVES M	996-0920-1	208.24		26.07	26.07	42.05	302.43
096-0110-2	CHILDERS,TIFFANY L	996-0921-1	69.70				31.94	101.64
019-1285-8	WHITESIDE,SHARON D	996-0922-1	26.95				46.85	73.80
033-1130-9	MCCARLEY,JOSEPH A	996-0924-1	77.75		1.97	1.97	45.78	127.47
042-1026-3	TRAYLOR,JEFFREY	996-0926-1	224.63		15.96	15.96	47.91	304.46
043-4095-1	CARRUTHERS,DONNIE	996-0927-1			105.64			105.64
050-0528-4	AGNEW,ARLISA	996-0928-1			28.20		44.72	72.92
050-0815-0	MATHIS,LARRY J	996-0929-1			8.20			8.20
050-6126-4	MORRIS,MICHAEL G	996-0931-1			10.05			10.05

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
050-6180-3	SHARPE, BRANDI D	996-0932-1			43.72	33.34		77.06
054-7406-2	HANCOCK, LONNIE	996-0934-1					106.03	106.03
054-7412-2	WARRINGTON, JOHN	996-0935-1					106.03	106.03
300-6299-5	\$1 JEWELRY CENTER/DONNA WALLACE	996-0936-1			20.35		48.27	68.62
TOTALS.....			2071.44	0.00	426.02	279.20	1175.53	3952.19

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TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION								
FEBRUARY 2015								PAGE 3
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0188-3	EWING JR,VICTOR R	996-0937-1	0.54				56.04	56.58
055-0215-1	MCGAHA,BRIONNA V	996-0938-1	65.93				41.42	107.35
056-0050-0	CALCOTE,LINDA A	996-0939-1	15.05				56.04	71.09
056-0920-1	BRISENOINE,ARON M	996-0940-1	25.99				56.04	82.03
056-1210-4	SPRADLING,TAMANY C	996-0941-1					44.25	44.25
056-1290-3	JONES,MICHAEL P	996-0944-1	11.49				29.24	40.73
056-1530-5	RYE,ANDREW L	996-0945-1	118.01				41.42	159.43
057-2230-5	EDWARDS,MONTISE S	996-0946-1	568.89		42.11	42.11	45.25	698.36
058-0500-7	WHITFIELD,TONY J	996-0947-1	49.64				37.04	86.68
058-1780-4	DIXON,SHELIA F	996-0948-1	78.08				29.24	107.32
060-2170-7	HAMPTON JR,MALCOLM	996-0949-1	820.44		8.59	8.59	55.36	892.98
063-0205-1	ARMSTRONG,TYRONE	996-0950-1	416.26		106.13	106.13	62.82	691.34
063-0511-0	HERNANDEZ,CARLOS A	996-0951-1	86.00				46.85	132.85
063-0990-4	GULSTON,RACHEAL N	996-0952-1	1122.25		1.41	1.41	46.85	1171.92
063-1860-7	SHOWCASE PROP/JULIE LITTLE	996-0953-1				13.59	53.23	66.82
066-1010-5	ARMSTRONG,WANDA J	996-0954-1	93.21				44.18	137.39
066-1410-2	DASTINOT,EMMANUEL	996-0955-1	247.94				41.52	289.46
066-1335-8	WHITESIDE,TYRONZA M	996-0956-1	258.70		5.03	5.03	7.99	276.75
066-1840-5	BROWN,VERONICA J	996-0957-1	4.23				37.80	42.03
069-1470-4	WITHERSPOON,ANTHONY D	996-0959-1					42.50	42.50
074-0050-9	HEBERLING,BRADLEY D	996-0960-1	80.37		25.80	25.80	29.28	161.25

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
076-0660-1	SADLER, JORDAN A	996-0961-1	298.75				42.89	341.64
700-0292-1	SANDERS, BRANDON	996-0962-1					18.97	18.97
700-0569-1	COGGINS, AUDRY N	996-0963-1			27.65	18.65	36.73	83.03
700-0572-2	PERKINS, DEBRA E	996-0964-1					31.37	31.37
701-1618-1	GOBLE, HEATHER M	996-0965-1					528.50	528.50
701-1634-2	GLEISSNER, DEBRA	996-0969-1					252.27	252.27
080-5032-3	JONES, TROY M	996-0970-1	28.97				36.20	65.17
080-7792-1	WATKINS, LENORA	996-0971-1					539.48	539.48
084-1420-4	GARDNER, WILLIAM J	996-0972-1	244.84				47.91	292.75
084-4417-4	TUPELO SLEEP DIA/RICHARD GALLOWAY	996-0973-1	133.95					133.95
085-0390-1	WATSON, ALEXANDRIA S	996-0974-1	207.64				36.55	244.19
085-0060-3	HOOKS, LAKINSEY S	996-0975-1	305.85				38.50	344.35
004-0875-2	NABORS, VINCENTE R	996-0976-1	16.85				41.92	58.77
004-0931-5	JOHNSON, BRANDI N	996-0977-1	7.18		18.98	18.98	42.59	87.73
092-1030-2	MARSHALL, ALFREDIA J	996-1023-1	174.02	47.59	55.18	55.18	45.78	377.75
095-0600-4	MORROW, BRYAN H	996-1024-1	319.66		3.76	3.76	38.86	366.04
095-0914-5	DAVIDSON, ANDRE E	996-1025-1	73.48				38.01	111.49
095-1032-3	JOHNSON, XAVIER I	996-1026-1	262.22				48.73	310.95
096-0697-1	MELERINE, KEVIN J	996-0782-1	361.27		24.12	24.12	58.02	467.53
023-1410-3	LOCUS, QUINADA L	996-1027-1	598.68		60.46	60.46	46.85	766.45
024-0128-1	HOPSON, SANDRA K	996-1028-1	53.40				28.75	82.15
024-0196-4	MCGEE, LESLEY M	996-1029-1	135.50		12.33	12.33	42.59	202.75
025-3245-3	MITCHELL JR, DWIGHT E	996-1031-1	18.84				42.89	61.73
036-0080-2	BUCHANAN, PAMELA L	996-1033-1	91.62		51.37	51.37	63.88	258.24

[illegible]

TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION								
MARCH 2015								PAGE 6
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
056-0250-5	EUBANK,PRICILLA W	996-0978-1	102.97				19.01	121.98
056-1230-0	MORRIS,CARY	996-0981-1	18.95				39.47	58.42
060-0696-2	CAYSON,SHERRI L	996-0982-1	620.80		52.19	52.19	63.88	789.06
066-1555-2	HERNANDEZ,ZAKEYIS	996-0984-1	143.59				39.96	183.55
066-1770-7	SEWELL,JENNIFER L	996-0985-1	48.24				31.94	80.18
069-1870-5	MEREDITH,ANGELA M	996-0986-1	26.36				15.97	42.33
701-1492-1	HAMILTON,BOBBY	996-0987-1					194.40	194.40
701-1570-4	GIBSON,RONALD	996-0988-1					18.97	18.97
701-1590-2	GOLDMAN,JOHN DAVID	996-0989-1					97.51	97.51
081-4690-7	ELZIE,JASON C	996-0990-1	162.68				43.86	206.54
081-4720-2	WATSON,SHARON M	996-0991-1	244.12				26.80	270.92
083-0660-2	WEST,STEPHANIE L	996-0992-1					27.86	27.86
084-1630-7	PARKER,CHRISTOPHER	996-0993-1	229.70		0.43	0.43	47.91	278.47
007-1090-9	ST JEAN'S BAKERY & CAFÉ/CHRIS SANDERS	996-0995-1	388.54				110.00	498.54
090-3470-5	GUZMAN,GUSTAVO	996-0997-1	61.41		11.42	11.42	14.37	98.62
092-0042-5	BARKER,TIMOTHY E	996-0998-1	381.48		13.74	13.74	47.91	456.87
094-0465-3	HAWKS,MELISSA M	996-0999-1	42.66		7.73	7.73	41.52	99.64
097-4276-1	FIELDS,TAMMY	996-1001-1					224.64	224.64
097-4309-1	WALLACE,REBECCA	996-1002-1					224.64	224.64
099-1250-1	MONAGHAN,DANIEL W	996-1004-1	422.01				47.91	469.92
099-1470-5	JOSLIN JR, BOBBY RAY	996-1005-1	215.82				31.94	247.76

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL PAGE 7
099-5230-2	CARSON,CRAIG	996-1007-1					186.70	186.70
025-3236-8	FILLYAW,CHRISTOPHER J	996-1008-1					27.20	27.20
025-3250-0	BARTON,ANGELA M	996-1009-1	114.39				43.86	158.25
036-0248-7	MARTIN,DEVEARL A	996-1010-1					27.11	27.11
036-2922-9	DELEO,JASON D	996-1011-1	30.99		14.52	14.52	46.85	106.88
040-2491-4	PILARSKI,KENNETH W	996-1012-1	186.09		37.22	37.22	54.09	314.62
042-1996-4	RUBI,JOANNE	996-1014-1	193.18		45.85	45.85	58.56	343.44
045-0296-0	STINSON,LACEY E	996-1015-1	4.90				30.88	35.78
050-1352-0	POWELL,MARY J	996-1016-1			13.69	4.69	40.46	58.84
053-2940-9	MCSHAN,MARK A	996-1018-1			2.61			2.61
400-1515-1	TUPELO MFG/WERNER MFG CO	996-1019-1	30.77					30.77
400-1520-1	TUPELO MFG/WERNER MFG CO	996-1020-1	58.52					58.52
TOTALS.....			3728.17	0.00	199.40	187.79	1926.18	6041.54

		TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION						
APRIL 2015								PAGE 8
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0144-1	LAND,MATTIE R	996-1048-1	144.12				39.47	183.59
056-0530-4	TAYLOR,GARY B	996-1049-1	0.93					0.93
056-1190-7	MORRIS,MEGAN A	9961051-1	18.02				38.99	57.01
056-1280-5	RYALS,MONICA F	996-1052-1	9.13			21.93		31.06
058-1750-7	OSBORNE,NAKEIA S	996-1055-1	274.69				39.47	314.16
058-1870-2	CARTER,ASIALYN D	996-1056-1	404.29				47.27	451.56
060-1070-9	ROARK,ALISA R	996-1057-1	524.40				47.91	572.31
060-1310-6	WESTMORELAND,BARBARA L	996-1058-1	139.33				27.68	167.01
063-0240-5	SYKES,TERRY	996-1059-1	147.18		31.19	31.19	47.91	257.47
063-0560-9	RILEY,NEASHNA	996-1060-1	69.18		19.13	19.13	46.31	153.75
063-1750-6	ALCARAZ, RAMON	996-1061-1					22.84	22.84
066-0970-2	MOORE,IVORY L	996-1062-1	213.26		11.39	11.39	47.91	283.95
066-1575-2	GRAVES,BERNARD M	996-1064-1	2.85					2.85
069-1464-4	SMITH,TYKESHA D	996-1065-1	9.34				43.86	53.20
069-3970-5	DEATON,MICHAEL H	996-1067-1	179.35	23.12	32.53	32.53	53.23	320.76
075-1314-0	WILLHITE,AMBER	996-1068-1	0.00		0.00	0.00	0.00	0.00
076-0070-1	WIGGS,JESSICA P	996-1069-1	115.75				29.24	144.99
076-0540-9	FLOWERS,DEANNA R	996-1070-1	28.12				43.86	71.98
076-0630-3	THORNTON,AUDREY FAYE	996-1071-1	215.23				32.16	247.39
700-0569-2	HARDAWAY,MATTIE P	996-1072-1			37.60		37.27	74.87
080-7502-8	ROGERS,KRISTINA M	996-1074-1					33.14	33.14
081-0240-2	BOWEN,JASON D	996-1075-1	341.89		18.56	18.56	46.85	425.86

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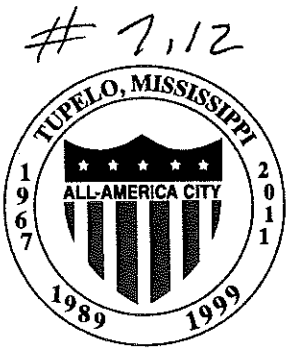
TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION								
MAY 2015								PAGE 10
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0046-1	SMITH,SHELITA C	996-1097-1	228.96				40.45	269.41
055-0272-1	SIMMS,LACY L	996-1098-1	3.48					3.48
066-1467-6	DAVIDSON,SANTANA	996-1099-1	59.29				42.40	101.69
069-0970-1	MILLER,JEWEL C	996-1100-1	154.63	31.67	62.18	62.18	52.17	362.83
074-4674-1	TUPELO BROADCASTING	996-1471-1	1604.00	16.53				1620.53
074-4676-1	TUPELO BROADCASTING	996-1472-1	419.08					419.08
074-4679-1	CLEAR CHANNEL RADIO	996-1473-1	94.97					94.97
076-0210-2	POOLE,DEUNDRAM	996-1104-1	135.56				43.86	179.42
080-3550-5	HAMBLIN,DONNA CAROL	996-1105-1	137.04		15.05	15.05	45.78	212.92
080-4957-1	FIELDS,JARVIS L	996-1106-1	118.40		10.61	10.61	43.86	183.48
080-7789-1	WATKINS,TESHA L	996-1107-1					596.39	596.39
081-3300-8	BROOKS,ZANDRIA O	996-1108-1	269.96		7.41	7.41	45.78	330.56
083-3413-8	WHITE,TAMMY L	996-1109-1					35.91	35.91
085-0950-6	NABORS,WAYNESHIA J	996-1110-1	46.91				43.86	90.77
085-1080-5	FIELDS JR,LAWRENCE E	996-1111-1	102.83				43.86	146.69
086-1350-8	SMITH,BRANDI D	996-1113-1	382.99		8.92	8.92	47.91	448.74
006-2020-7	MONTGOMERY,MARRISSA O	996-1114-1		15.12			35.13	50.25
013-2017-1	SANDERS,JASON K	996-1115-1	9.55		15.19	15.19	46.31	86.24
013-2182-2	PERRY,SHIRLEY	996-1116-1	108.58		34.11	34.11	46.31	223.11
015-1080-8	WESTMORELAND II,JOSEPH C	996-1117-1	216.70		30.28	30.28	46.31	323.57
092-1354-2	WILSON,WILLIAM R	996-1119-1	911.15		17.06	17.06	52.70	997.97

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
								PAGE 11
094-1240-6	POOLE,CHRISTOPHER D	996-1120-1	241.88	40.38			46.31	328.57
017-0750-1	HODGE,FLORA	996-1121-1	66.99		33.87	33.87	53.77	188.50
021-2335-6	BRAZILE,JESSICA L	996-1123-1	171.26		6.13	6.13	43.65	227.17
025-3253-7	MACON,CHASSIDY J	996-1124-1	108.05				32.65	140.70
025-3260-9	BATES,CATRINA W	996-1125-1	328.79				29.24	358.03
033-0280-0	MATA,STEPHANIE F	996-1126-1	276.54		15.69	15.69	44.18	352.10
039-1080-8	HUMPHREYS,TROUGOTT T	996-1127-1	10.53		21.80	21.80	31.94	86.07
040-3428-2	THOMPSON,AMBREY C	996-1128-1	1.18				40.45	41.63
042-1090-3	CHAPMAN,DONNA	996-1131-1	57.41		6.08	6.08	25.55	95.12
047-1824-5	NETTLES,STEPHANIE B	996-1133-1	81.70		33.73	33.73	36.73	185.89
044-5215-5	HOLMES,JAMIE D	996-1134-1			134.50			134.50
044-6157-2	COLEY,JAMES	996-1135-1			21.55	21.55	15.97	59.07
050-3565-8	SCRUGGS,DEQUENTIS D	996-1140-1			36.35	22.28		58.63
050-6218-3	HILL,LEANDRA	996-1141-1			91.93	69.78		161.71
050-6462-9	MAYES,ELIZABETH R	996-1142-1			86.70	84.31		171.01
050-6471-9	COBB,JENNIFER	996-1144-1			40.84			40.84
050-6484-3	LAWRENCE,ROCHELLE	996-1145-1			10.90			10.90
052-1456-0	CRAYTON,LAWANDA S	996-1147-1			28.41	2.18	27.68	58.27
052-4080-4	TATE II,RUSSELL L	996-1148-1			10.22			10.22
052-4450-7	HALL,TIMOTHY L	996-1149-1			2.68			2.68
054-6467-5	HARRIS,JESSICA E	996-1150-1			28.00		47.91	75.91
054-6525-1	ESTES, M L	996-1151-1				20.90	15.97	36.87
054-7943-1	SCOTT, GERALD	996-1152-1					151.70	151.70

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
								PAGE 12
	TOTALS.....		6348.41	103.70	810.19	539.11	1952.69	9754.10

TUPELO WATER & LIGHT DEPT. UNPAID ACCOUNT LEDGER & FRANKLIN COLLECTION								
JUNE 2015								PAGE 13
R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0223-3	LIPSEY,CHESTER B	996-1153-1	99.84				27.24	127.08
056-1080-6	SPIRES,TONYA FAY	996-1154-1	4.71					4.71
058-0450-8	NESBY,EVELYN D	996-1155-1	277.25				43.86	321.11
063-0235-8	QUINN,TAAKA R	996-1157-1	44.78		20.07	20.07	7.45	92.37
063-1110-5	FULGHAM,TOCARRA C	996-1158-1	57.73		28.23	28.23	47.91	162.10
074-4672-2	TUPELO BROADCASTING	996-1474-1			91.56	53.28		144.84
700-0231-3	FLOYD,BRANDY M	996-1160-1			9.62			9.62
700-0548-5	CASTLEBERRY,GREGORY W	996-1161-1			50.12	10.12		60.24
701-1622-2	PALMER,RICKI LYNN	996-1162-1					516.95	516.95
083-1025-9	STANDIFER,JUAN R	996-1164-1	33.94		48.03	48.03	38.86	168.86
085-1590-3	SNOW,HERBERT L	996-1165-1	12.90					12.90
086-3668-2	ARON,SHAWN	996-1166-1	0.00		0.00	0.00	16.22	16.22
099-4716-1	DILLARD,JEANETTE	996-1167-1					56.91	56.91
021-0110-2	WRIGHT,SHELBY G	996-1168-1	165.14		31.86	31.86	47.91	276.77
025-3251-0	FRANKS,CRYSTAL M	996-1169-1					37.45	37.45
025-3412-1	RIDDLE,KATHY S	996-1170-1					23.37	23.37
030-0670-9	WEATHERSPOON III,CHARLES	996-1171-1				7.95	26.62	34.57
040-3608-6	BERRY,TASHA A	996-1175-1	52.54		0.77	0.77	43.86	97.94
040-4789-9	MARKS,CHARLES A	996-1176-1			4.90			4.90
040-4865-9	GRIFFIN,BROOKE S	996-1177-1			34.69	0.69	43.65	79.03
042-1108-4	GRIFFIN,IRENE C	996-1178-1	226.74		24.73	24.73	47.91	324.11

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
								PAGE 14
045-2010-2	BARNES,ALANAH G	996-1180-1	70.88		37.86		47.91	156.65
050-1384-4	COOPER,LISA L	996-1181-1			29.52		43.12	72.64
050-6472-5	WADE,LATORIA J	996-1183-1			302.26	106.06		408.32
052-1496-7	TRIMM,JONATHAN A	996-1185-1			55.05	18.05	54.83	127.93
	TOTALS.....		1046.45	0.00	769.27	349.84	1172.03	3337.59



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

June 29, 2016

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on Tuesday, July 5, 2016:

Bid No. 1410WL - SRF FY14 Sewer System Improvements – Area 5A to the low qualified bid submitted by Eubank Construction Company in the amount of \$705,049.25 as recommended by Cook Coggin Engineers.

If you have any questions, please let me know.

Thank you,

TUPELO WATER & LIGHT DEPARMENT

Johnny N. Timmons

Johnny N. Timmons
Manager

ptb

Attachment

COOK COGGIN ENGINEERS, INC.



CCE 3-08827

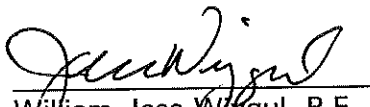
June 15, 2016

Mr. Johnny Timmons
Tupelo Water & Light Department
P.O. Box 588
Tupelo, MS 38802

**TUPELO SRF FY '14
SANITARY SEWER SYSTEM IMPROVEMENTS
AREA 5A, BID NO. 1410 WL**

Following the receipt and opening for bids on the above captioned project, we have checked and tabulated the bids. A copy of the Tabulation is enclosed.

You will note the low bid was submitted by Eubank Construction Co., Inc. in the amount of \$705,049.25. We recommend a contract be awarded as set out above.


William Jess Wygul, P.E.

Enc: Original Bids Received
Bid Tabulation

Copy: Eubank Construction Company, Inc.
Attention: Kevin Eubank
2011 2nd Street North
Booneville, MS 38829

TABULATION OF BIDS

Sanitary Sewer System Improvements FY14 Area 5A. SRF Project No. C280885-06, Bid No.1410WL
City of Tupelo
CCE# 08827

CCE CONSULTANTS
COOK COBBIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

June 14, 2016 at 10:00AM Tupelo City Hall, 2nd Floor Finance Department 71 East Troy St. Tupelo, MS 38804				EUBANK CONSTRUCTION CO., INC. 2011 2nd Street North Booneville, MS 38829 662-728-2046		DELTA CONSTRUCTORS, INC. P.O. Box 9545 Jackson, MS 39286 662-939-8732		ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002 901-867-2297	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	80 GPM Sewage Lift Sta., Includes Access Drive & All Site Work	1	L.S.	\$ 132,000.00	\$ 132,000.00	\$ 97,000.00	\$ 97,000.00	\$ 95,000.00	\$ 95,000.00
2	4" PVC Pressure Sewer Line, Cl. 160	712	LinFit	\$ 7.00	\$ 4,984.00	\$ 12.00	\$ 8,544.00	\$ 14.00	\$ 9,968.00
3	Pressure Sewer Line Connection to Manhole	1	Each	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
4	Pipeline Identification Markers	2	Each	\$ 50.00	\$ 100.00	\$ 35.00	\$ 70.00	\$ 100.00	\$ 200.00
5	8" SDR 26 PVC Gravity Sewer Line, 0-5' Cut	43	LinFit	\$ 26.00	\$ 1,118.00	\$ 26.00	\$ 1,118.00	\$ 30.00	\$ 1,290.00
6	8" SDR 26 PVC Gravity Sewer Line, 5-07.5' Cut	940	LinFit	\$ 30.00	\$ 28,200.00	\$ 28.00	\$ 26,320.00	\$ 33.00	\$ 31,020.00
7	8" SDR 26 PVC Gravity Sewer Line, 7.5-10' Cut	2726	LinFit	\$ 36.00	\$ 98,136.00	\$ 31.00	\$ 84,506.00	\$ 36.00	\$ 98,136.00
8	8" SDR 26 PVC Gravity Sewer Line, 10-12.5' Cut	1306	LinFit	\$ 42.00	\$ 54,852.00	\$ 35.00	\$ 45,710.00	\$ 39.00	\$ 50,934.00
9	8" SDR 26 PVC Gravity Sewer Line, 12.5-15' Cut	261	LinFit	\$ 49.00	\$ 12,789.00	\$ 38.00	\$ 9,918.00	\$ 45.00	\$ 11,745.00
10	8" SDR 26 PVC Gravity Sewer Line, 15-17.5' Cut	7	LinFit	\$ 62.00	\$ 434.00	\$ 45.00	\$ 315.00	\$ 75.00	\$ 525.00
11	8" DIP Gravity Sewer Line	40	LinFit	\$ 44.00	\$ 1,760.00	\$ 55.00	\$ 2,200.00	\$ 100.00	\$ 4,000.00
12	8"x0.188" Bored Steel Encls. For 4" GSL @ Roadway Crossing	92	LinFit	\$ 90.00	\$ 8,280.00	\$ 196.00	\$ 18,032.00	\$ 250.00	\$ 23,000.00
13	48" Manhole, 0-6' Depth	29	Each	\$ 2,200.00	\$ 63,800.00	\$ 1,550.00	\$ 44,950.00	\$ 3,000.00	\$ 87,000.00
14	48" Manhole, Extra Depth	82	LinFit	\$ 150.00	\$ 12,300.00	\$ 130.00	\$ 10,660.00	\$ 250.00	\$ 20,500.00
15	Gravity Sewer Line Connection to Existing Manhole	3	Each	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 2,000.00	\$ 6,000.00
16	Post Construction Video (CCTV) of Sewer	5171	LinFit	\$ 1.25	\$ 6,463.75	\$ 3.80	\$ 19,649.80	\$ 2.00	\$ 10,342.00
17	8"x4" or 6" Wye or Tee Branch, PVC	9	Each	\$ 200.00	\$ 1,800.00	\$ 65.00	\$ 585.00	\$ 150.00	\$ 1,350.00
18	Service Line Connection to Manhole	12	Each	\$ 100.00	\$ 1,200.00	\$ 900.00	\$ 10,800.00	\$ 1,000.00	\$ 12,000.00
19	4" PVC Service Line, Sch. 40	400	LinFit	\$ 16.00	\$ 6,400.00	\$ 7.00	\$ 2,800.00	\$ 20.00	\$ 8,000.00
20	Crushed Stone Foundation Stabilization	118	CuYd	\$ 50.00	\$ 5,900.00	\$ 50.00	\$ 5,900.00	\$ 70.00	\$ 8,260.00
21	Selected Borrow Material	4550	CuYd	\$ 15.00	\$ 68,250.00	\$ 20.00	\$ 91,000.00	\$ 15.00	\$ 68,250.00
22	Crusher Run Stone for Temporary Surface & Road Base	952	CuYd	\$ 65.00	\$ 61,880.00	\$ 24.00	\$ 22,848.00	\$ 70.00	\$ 66,640.00
23	Crushed Stone Resurfacing	7	CuYd	\$ 65.00	\$ 455.00	\$ 26.00	\$ 182.00	\$ 70.00	\$ 490.00
24	Bituminous Resurfacing, 3" Trench Repair	100	SqYd	\$ 60.00	\$ 6,000.00	\$ 49.00	\$ 4,900.00	\$ 56.00	\$ 5,600.00
25	Bituminous Resurfacing, 2" Overlay	6855	SqYd	\$ 16.00	\$ 109,680.00	\$ 27.00	\$ 185,085.00	\$ 12.38	\$ 84,864.90
26	Concrete Resurfacing	31	SqYd	\$ 100.00	\$ 3,100.00	\$ 185.00	\$ 5,735.00	\$ 100.00	\$ 3,100.00
27	Stone Riprap (200 Lb.)	50	Ton	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
28	Temporary Silt Fence	1500	LinFit	\$ 2.00	\$ 3,000.00	\$ 2.50	\$ 3,750.00	\$ 2.00	\$ 3,000.00
29	Wattles, 20" Diameter	100	LinFit	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 6.00	\$ 600.00
30	Seeding & Mulching, Service Line	231	LinFit	\$ 1.50	\$ 346.50	\$ 0.75	\$ 173.25	\$ 2.00	\$ 462.00
31	Seeding & Mulching, Gravity Sewer Line	2825	LinFit	\$ 2.00	\$ 5,650.00	\$ 0.80	\$ 2,260.00	\$ 2.00	\$ 5,650.00
32	Seeding & Mulching, Pressure Sewer Line	171	LinFit	\$ 1.00	\$ 171.00	\$ 0.80	\$ 136.80	\$ 2.00	\$ 342.00
TOTAL BID					\$ 705,049.25		\$ 711,947.85		\$ 721,785.90

TABULATION OF BIDS

Sanitary Sewer System Improvements FY14 Area 5A, SRF Project No. C280885-06, Bid No.1410WL
City of Tupelo
CCE# 08827


CCE CONSULTANTS
COOK COBBIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

June 14, 2016 at 10:00AM Tupelo City Hall, 2nd Floor Finance Department 71 East Troy St. Tupelo, MS 38804				4-D CONSTRUCTION, INC. P.O. Box 127 Louisville, MS 39339 662-773-4739		PRAIRIE CONSTRUCTION, LLC P.O. Box 1325 Tupelo, MS 38802 662-842-3842	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	80 GPM Sewage Lift Sta., Includes Access Drive & All Site Work	1	L.S.	\$ 98,500.00	\$ 98,500.00	\$ 320,000.00	\$ 320,000.00
2	4" PVC Pressure Sewer Line, Cl. 160	712	LinFit	\$ 10.00	\$ 7,120.00	\$ 9.27	\$ 6,600.24
3	Pressure Sewer Line Connection to Manhole	1	Each	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00
4	Pipeline Identification Markers	2	Each	\$ 75.00	\$ 150.00	\$ 100.00	\$ 200.00
5	8" SDR 26 PVC Gravity Sewer Line, 0-5' Cut	43	LinFit	\$ 30.00	\$ 1,290.00	\$ 34.00	\$ 1,462.00
6	8" SDR 26 PVC Gravity Sewer Line, 5-07.5' Cut	940	LinFit	\$ 30.00	\$ 28,200.00	\$ 38.00	\$ 35,720.00
7	8" SDR 26 PVC Gravity Sewer Line, 7.5-10' Cut	2726	LinFit	\$ 34.00	\$ 92,684.00	\$ 43.00	\$ 117,218.00
8	8" SDR 26 PVC Gravity Sewer Line, 10-12.5' Cut	1306	LinFit	\$ 40.00	\$ 52,240.00	\$ 75.00	\$ 97,950.00
9	8" SDR 26 PVC Gravity Sewer Line, 12.5-15' Cut	261	LinFit	\$ 52.00	\$ 13,572.00	\$ 95.00	\$ 24,795.00
10	8" SDR 26 PVC Gravity Sewer Line, 15-17.5' Cut	7	LinFit	\$ 135.00	\$ 945.00	\$ 120.00	\$ 840.00
11	8" DIP Gravity Sewer Line	40	LinFit	\$ 145.00	\$ 5,800.00	\$ 57.75	\$ 2,310.00
12	8"x0.188" Bored Steel Encls. For 4" GSL @ Roadway Crossing	92	LinFit	\$ 98.00	\$ 9,016.00	\$ 70.00	\$ 6,440.00
13	48" Manhole, 0-6' Depth	29	Each	\$ 1,800.00	\$ 52,200.00	\$ 2,850.00	\$ 82,650.00
14	48" Manhole, Extra Depth	82	LinFit	\$ 175.00	\$ 14,350.00	\$ 130.00	\$ 10,660.00
15	Gravity Sewer Line Connection to Existing Manhole	3	Each	\$ 1,500.00	\$ 4,500.00	\$ 1,200.00	\$ 3,600.00
16	Post Construction Video (CCTV) of Sewer	5171	LinFit	\$ 4.50	\$ 23,269.50	\$ 3.50	\$ 18,098.50
17	8"x4" or 6" Wye or Tee Branch, PVC	9	Each	\$ 150.00	\$ 1,350.00	\$ 150.00	\$ 1,350.00
18	Service Line Connection to Manhole	12	Each	\$ 850.00	\$ 10,200.00	\$ 100.00	\$ 1,200.00
19	4" PVC Service Line, Sch. 40	400	LinFit	\$ 12.00	\$ 4,800.00	\$ 14.00	\$ 5,600.00
20	Crushed Stone Foundation Stabilization	118	CuYd	\$ 68.00	\$ 8,024.00	\$ 50.00	\$ 5,900.00
21	Selected Borrow Material	4550	CuYd	\$ 16.00	\$ 72,800.00	\$ 16.20	\$ 73,710.00
22	Crusher Run Stone for Temporary Surface & Road Base	952	CuYd	\$ 60.00	\$ 57,120.00	\$ 65.00	\$ 61,880.00
23	Crushed Stone Resurfacing	7	CuYd	\$ 75.00	\$ 525.00	\$ 65.00	\$ 455.00
24	Bituminous Resurfacing, 3" Trench Repair	100	SqYd	\$ 38.00	\$ 3,800.00	\$ 45.00	\$ 4,500.00
25	Bituminous Resurfacing, 2" Overlay	6855	SqYd	\$ 24.50	\$ 167,947.50	\$ 25.00	\$ 171,375.00
26	Concrete Resurfacing	31	SqYd	\$ 325.00	\$ 10,075.00	\$ 200.00	\$ 6,200.00
27	Stone Riprap (200 Lb.)	50	Ton	\$ 87.00	\$ 4,350.00	\$ 45.00	\$ 2,250.00
28	Temporary Silt Fence	1500	LinFit	\$ 2.95	\$ 4,425.00	\$ 3.50	\$ 5,250.00
29	Wattles, 20" Diameter	100	LinFit	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
30	Seeding & Mulching, Service Line	231	LinFit	\$ 3.00	\$ 693.00	\$ 2.50	\$ 577.50
31	Seeding & Mulching, Gravity Sewer Line	2825	LinFit	\$ 1.50	\$ 4,237.50	\$ 2.50	\$ 7,062.50
32	Seeding & Mulching, Pressure Sewer Line	171	LinFit	\$ 3.00	\$ 513.00	\$ 2.50	\$ 427.50
TOTAL BID					\$ 758,448.50		\$ 1,078,281.24

#1, 13



Memo

To: Mayor Shelton and City Council
From: Chuck Williams 
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: June 29, 2016
Re: Supplier of Hot Bituminous Pavement Surface and Binder Mix Bid 1424PW

Bid 1424PW Supplier of Hot Bituminous Pavement Surface Mix and Binder Mix

Bid Opening: June 28, 2016 10:00 A.M.

Attendance:

Jason Rush	Public Works Department
Josh Grubbs	Public Works Department
Missy Shelton	Finance Department

Two bidders responded. We recommend Apac-Mississippi as the lowest and best bidder at a price of \$67.00 per ton for surface mix, \$67.00 per ton for binder mix and \$8.00 per ton for delivery cost. We recommend W.G. Construction be listed as the alternate bidder.

Bid Tabulation	APAC, MS	W.G.
Up to 6,000 tons with reclaimed material (per ton)	\$67.00	\$68.00
Up to 2,000 Hot Bituminous Binder Mix (per ton)	\$67.00	\$67.00
Delivery Cost (per ton)	\$8.00	\$9.00

CITY OF TUPELO BID TABULATION

BID NU: 1424 PW TIME: 10:00 am DATE: 6-28-16

[illegible]

MINUTE ENTRY SIGN UP SHEET

DATE 6-28-16

TIME 10:00 am

BID # 1424 PW

DEPARTMENT Public Works

PROJECT Hot Mix + Binder Mix

ATTENDANCE

COMPANY

Missy Shelton

COT Finance

Jason Rush

Pw

Josh Grubbs

Pw

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1424 PW

Public Works Department

TO APAC MS INC

ADDRESS P.O. Box 24508 Jackson, MS 39225 DATE 6-10-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M June 28, 2016, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for a supplier of Hot Bituminous Pavement Surface Mix and Hot Bituminous Pavement Binder Mix for a six (6) month period.</p> <p>Public Works will pick up the mix at the asphalt plant and will only travel a maximum of twenty (20) miles from City limits one way. Delivery will be accepted at a cost per ton. The lowest and best bid will be approved.</p> <p>Specifications: The Hot Bituminous Mix shall consist of a surface course composed of mineral aggregate and bituminous material, mixed in a central mixing plant The Hot Bituminous Mix shall conform to the requirements of Section 401 and 403 of the Mississippi State Highway Department Standard Specifications for Road and Bridge Construction, 1990 Edition (Red Book). The City of Tupelo reserves the right to reject any objectionable material.</p> <p>If the approved low bidder cannot supply, a letter must be submitted stating this fact. The alternate bidder may then be used.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none">1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.3. The bidder shall sign and date the bid at the bottom of the form.				

CITY MAY EXPECT DELIVERY BY

DATE JUNE 28, 2016

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 Jackson, MS 39225

TELEPHONE 601-376-4000

BY Adam J. Wynn

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

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2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1424 PW

Public Works Department

TO APAC MS INC

ADDRESS P.O. Box 24508 Jackson, MS 39225 DATE 6-28-16

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
4. The outside of the envelope shall be clearly marked with vendor, invitation number, and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
GENERAL SPECIFICATIONS				
1. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.				
2. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.				
3. The successful bidder must show evidence of Worker's Compensation insurance with submitted bid.				
Up to 6,000 tons Hot Bituminous Pavement Surface Mix with reclaimed asphalt material Cost per ton.....	TON	\$67 ⁰⁰		
Up to 2,000 tons Hot Bituminous Pavement Binder Mix Cost per ton.....	TON	\$67 ⁰⁰		
Delivery cost per ton.....	TON	\$8 ⁰⁰		

CITY MAY EXPECT DELIVERY BY

DATE JUNE 28, 2016

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 Jackson MS 39225

TELEPHONE 601-376-4000

BY Robert J. Wynn



CONDITIONS

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3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

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**POST IN A
CONSPICUOUS
PLACE**

**City of Tupelo
Privilege Tax License**

**License Number
26832**

Business Name & Address: APAC - MISSISSIPPI INC
PO BOX 24508
JACKSON, MS 39225-4508 US

Issue Date: 10/01/2015
Expire Date: 09/30/2016

This is to certify that the person or firm named herein has paid into
my hands minimum payment of tax as set out herein for the use
and benefit of the City aforesaid, and is licensed to engage in

Business as: APAC-MISSISSIPPI INC
Classification: 03 ASPH
Description: MANUFACTURE
Type/Catagory: ASPHALT & CONCRETE PLANTS
Location: 459 N EASON BLVD

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI



Business
License

Jason L. Shelton
Mayor



Kim Hanna
City Clerk/Tax Collector

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Mississippi, Inc.
P.O. Box 24508
Jackson, MS 39225

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION	9/1/2016	WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016	TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization Other Damage to Premises Rented to You: \$250,000 Other Medical Exp: \$5,000	RETRO DATE _____
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016	AS2-C81-004095-125	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Automobile policy	9/1/2015 - 9/1/2016	AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll	
ADDITIONAL COMMENTS REF: CITY OF TUPELO Certificate Holder is named as additional insured with respect to General & Automobile Liability. Waiver of Subrogation in favor of the certificate holder.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate
Holder

CITY OF TUPELO
71 EAST TROY STREET
TUPELO, MS 38804

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh

PA 15212-5706 412-231-1331

6/27/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10
26010614 | LM 44 | 9/15-9/16 - Standard Limits 2/2 | Nicholas Misoni | 8/18/2015 11:47:10 AM (COT) | Page 1 of 1
LDI COI 268896 02 11

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1424 PW

Public Works Department

TO WG Construction Company, Inc

ADDRESS 12051 Hwy 4 East, Ripley, MS 38663

DATE 6-10-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M June 28, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for a supplier of Hot Bituminous Pavement Surface Mix and Hot Bituminous Pavement Binder Mix for a six (6) month period.</p> <p>Public Works will pick up the mix at the asphalt plant and will only travel a maximum of twenty (20) miles from City limits one way. Delivery will be accepted at a cost per ton. The lowest and best bid will be approved.</p> <p>Specifications: The Hot Bituminous Mix shall consist of a surface course composed of mineral aggregate and bituminous material, mixed in a central mixing plant The Hot Bituminous Mix shall conform to the requirements of Section 401 and 403 of the Mississippi State Highway Department Standard Specifications for Road and Bridge Construction, 1990 Edition (Red Book). The City of Tupelo reserves the right to reject any objectionable material.</p> <p>If the approved low bidder cannot supply, a letter must be submitted stating this fact. The alternate bidder may then be used.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none">1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.3. The bidder shall sign and date the bid at the bottom of the form.				

CITY MAY EXPECT DELIVERY BY

DATE Upon one day notice

BIDDER WG Construction Company, Inc.

ADDRESS 12051 Hwy 4 East, Ripley, MS 38663

TELEPHONE 662-837-8811

BY Michael Sandy

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
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INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1424 PW

Public Works Department

TO WG Construction Company, Inc.

ADDRESS 12051 Hwy 4 East, Ripley, MS 38663 DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M June 26, 2016, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
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Up to 6,000 tons Hot Bituminous Pavement Surface Mix with reclaimed asphalt material Cost per ton.....	Ton	68.00		
Up to 2,000 tons Hot Bituminous Pavement Binder Mix Cost per ton.....	Ton	67.00		
Delivery cost per ton.....	Ton	\$9.00		

CITY MAY EXPECT DELIVERY BY

DATE Upon one day notice.

BIDDER WG Construction Company, Inc.

ADDRESS 12051 Hwy 4 East, Ripley, MS 38663

TELEPHONE 662-837-8811

BY Michael Gandy 2



CONDITIONS

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